

#### BAY AREA HEADQUARTERS AUTHORITY

Regional Agency Headquarters 375 Beale Street, San Francisco, CA 94105 TEL 415.543.BAHA (2242) EMAIL info@mtc.ca.gov WEB www.mtc.ca.gov

DAVE CORTESE, CHAIR Chair of MTC and BATA

August 25, 2015

VACANT Vice Chair of MTC and BATA

## **REQUEST FOR PROPOSAL (RFP)**

# TOM BATES

#### Mover Services RFP

Vice Chair. BATA Oversight Committee

NOTICE IS HEREBY GIVEN that the Bay Area Headquarters Authority (BAHA) invites your firm to submit a proposal for the 375 Beale Street Mover Services Project.

VACANT BATA Oversight Committee

SCOTT WIENER

Vice Chair,

MTC Administration Committee

ADRIENNE TISSIER Chair.

MTC Administration Committee

The Request for Proposal (RFP) documents for this project are available for download on the BAHA website at http://procurements.BAHA.ca.gov/. Proposers are responsible for checking the website for any Addenda to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

STEVE HEMINGER Executive Director

ALIX BOCKELMAN Deputy Executive Director, Policy

ANDREW B. FREMIER Deputy Executive Director, Operations Interested firms must submit one (1w) original, six (6) printed copies, and one (1) electronic PDF version of their proposal by 4:00 p.m. on Friday, September 11, 2015, in accordance with the instructions contained in the RFP. Other key RFP Dates are listed in Section V, CONTRACTOR Selection Timetable of the RFP.

> BAHA Point of Contact Andrew Nguyen, Contract Specialist Bay Area Headquarters Authority Joseph P. Bort MetroCenter 101 Eighth Street Oakland, CA 94607-4700 Tel: 510/817-5651

E-mail: alnguyen@mtc.ca.gov

Thank you for your interest.

Sincerely,

-DocuSigned by:

Steve Heminger

-021DA2847D43405... Steve Heminger **Executive Director** 

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## I. <u>BACKGROUND</u>

The Metropolitan Transportation Commission (MTC) was created by the state Legislature in 1970 (California Government Code § 66500 et seq.) to serve as the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area. MTC's 21 commissioners also comprise the Bay Area Toll Authority (BATA).

BATA was created by the California Legislature in 1997 to administer the base \$1 auto toll on the San Francisco Bay Area's seven state-owned toll bridges. In August 2005, the California Legislature expanded BATA's responsibilities to include administration of all toll revenue and joint oversight of the toll bridge construction program with Caltrans and the California Transportation Commission. Caltrans owns and operates the state-owned bridges. Day-to-day staffing for BATA is provided by the Operations Department of MTC.

The Bay Area Air Quality Management District (Air District) was created by the California Legislature in 1955 as the first regional air pollution control agency in the country. The Air District is the public agency entrusted with regulating stationary sources of air pollution in the nine-county Bay Area.

The Association of Bay Area Governments (ABAG) was created by the state Legislature in 1961 to serve as the regional planning agency and council of governments (COG) for the nine counties and 101 cities and towns of the San Francisco Bay Area, including coastal communities, older industrial centers, rural towns and big cities.

The Bay Area Headquarters Authority (BAHA) was created as a Joint Powers Authority (JPA) between BATA and MTC. BAHA purchased 375 Beale Street (formerly known as 390 Main Street, San Francisco) in October 2011 and is renovating the building as the Regional Agency Headquarters Facility for MTC, BATA, the Air District and ABAG. The co-location of three separate regional agencies encourages further integration of regional planning efforts currently under the umbrella of One Bay Area.

#### II. PROJECT DESCRIPTION

#### A. Scope of Work

BAHA is responsible for providing move coordination and physical relocation services for MTC, ABAG, and Air District from their respective origin locations identified in **Table 1**: Phase 1 and Phase 2 Move Summary below, to 375 Beale Street, San Francisco, CA 94105 ("Destination"). **TABLE 1**: Phase 1 and Phase 2 Summary briefly summarizes the scope of these two moves, and highlights special items.

	ORIGIN(s)	AGENCY	APPROX. DATE OF MOVE	APPROX. # EMPLOYEES	SPECIAL ITEMS	DESTINATION
PHASE 1	Joseph P. Bort MetroCenter, 101 8 <sup>th</sup> Street, Oakland, CA 94607 ("ORIGIN 1")	MTC, ABAG	Weekend of January 15, 2016	323	1. Technical Library 2. Law Library 3. Computer Servers	375 Beale Street, San Francisco, CA 94105 ("DESTINATION")
PHASE 2	939 Ellis Street, San Francisco, CA 94109 ("ORIGIN 2")	AIR DISTRICT	Weekend of March 25, 2016	277	<ol> <li>Law Library</li> <li>Computer         Servers</li> <li>Laboratory         Equipment</li> <li>Hazardous         Chemicals</li> </ol>	375 Beale Street, San Francisco, CA 94105 ("DESTINATION")
	TOTAL: 600 1	Employees			Chemicals	

**TABLE 1:** Overview of Phase 1 and Phase 2 Moves

A detailed scope of work for the project is provided in <u>Appendix A</u>, Scope of Work. The firm selected to enter into a contract ("CONTRACTOR") will be expected to perform all work and analysis necessary to complete the scope of work.

#### **B.** Period of Performance

BAHA expects the work for the initial move for Phase 1 to commence on or about the weekend of January 15, 2016, and the initial work for Phase 2 to commence on or about the weekend of March 25, 2016. Both Phases are expected to be completed no later than May 31, 2016. These dates are approximate and subject to change. At BAHA's sole option, the contract may be extended for eighteen (18) additional months for additional move related activities at the Destination location contemplated by Appendix A, Scope of Work.

#### C. Budget

The estimated total budget for the contract resultant of this RFP has not been determined at this time. The budgets submitted by each Proposer, as required in <u>Section VII</u>, <u>Form of Proposal</u>, Item F, <u>Cost Proposal</u>, will form the basis for the overall project budget.

#### III. PROPOSER MINIMUM QUALIFICATIONS

To be considered for this project, the firm submitting the proposal ("Proposer"), or a subcontractor on the Proposer's team, must meet all of the following Minimum Qualifications:

- 1. **Move and Computer Server Equipment Handling Experience** Proposer or its subcontractors must demonstrate completion of at least three (3) projects within the past five (5) years similar in scope and complexity to the project described herein. Experience must include:
  - a. Multi-location moves of a minimum of 600 employees;
  - b. Moves into San Francisco involving multi-story buildings with building guidelines;
  - c. Law and technical libraries; and
  - d. **Server Equipment** Moves of specialty areas and items such as information technology infrastructure, and computer server equipment.

- 2. **Scientific Laboratory Equipment Move Experience** Proposer or its subcontractors must demonstrate successful completion of at least three (3) projects within the past five (5) years which involve the move of sensitive laboratory equipment and materials,, e.g. hazardous waste and chemicals, radioactive and bio hazardous materials, etc. Experience must include:
  - a. Moving sensitive laboratory testing and diagnostic equipment, including but not limited to centrifuges, microscopes, incubators, analyzers, glassware and similar equipment;
  - b. Moving large fume hood and/or flow hood equipment;
  - c. Using air ride and/or refrigerated trucks for the transport of laboratory freezers, refrigerators and sensitive lab equipment, in a manner and method to allow for the time critical transfer of equipment and contents from Origin 2 to Destination; and
  - d. Preparation, transfer and set-up of laboratory equipment.

Proposal must include a reference for each project used to meet the Minimum Qualifications described above. The same three projects and the same reference(s) can be used to meet all of the Minimum Qualifications identified in Sections 2 and 3 above.

# IV. PROPOSERS CONFERENCE, WALK-THROUGHS AND REQUESTS FOR CLARIFICATIONS OR EXCEPTIONS

A Mandatory Proposers Conference and Origin 1 Site walk-through will be held at **9:00 a.m. on Monday, August 31, 2015** at the Joseph P. Bort MetroCenter Building, 101 8<sup>th</sup> Street, Oakland, CA beginning in Conference Room 171 (CR-171). An additional Mandatory Proposers Conference and Origin Site 2 walk-through will be held at **1:30 p.m. on the same day, Monday, August 31, 2015**, at the Air District offices located at 939 Ellis St., San Francisco, CA, beginning in the 4th Floor Conference Room. A Walkthrough of Destination is not planned at this time. It is highly recommended that Proposers utilize public transportation as there is limited on-street parking at both locations. Proposers may ask questions clarifying the scope of this project during these conferences.

At least one individual who will be part of the proposed team's Key Personnel must attend both Mandatory Proposers Conferences/ Walkthroughs. Firms not in attendance at the Mandatory Proposers Conference and both Walkthroughs at all sites will be ineligible to submit a Proposal.

Any addenda will be posted on BAHA's website. All Proposers are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by BAHA no later than **4:00 p.m. on Wednesday, September 2, 2015**, to guarantee a response or consideration. BAHA reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

## V. <u>CONTRACTOR SELECTION TIMETABLE</u>

9:00 a.m., on Monday, August 31, 2015	Mandatory Proposers' Conference and Walk-Through at 101 8 <sup>th</sup> Street, Oakland, CA 94607 beginning in Conference Room 171 (CR-171)
1:30 p.m. on Monday, August 31, 2015	Mandatory Proposers' Conference and Walk-Through at the Air District offices at 939 Ellis St., San Francisco, CA, beginning in the 4 <sup>th</sup> Floor Conference Room

4:00 p.m., on Wednesday, September 2, 2015	Closing date/time for receipt of requests for modifications/exceptions
4:00 p.m. on Tuesday, September 8, 2015	Deadline for protesting RFP provisions
4:00 p.m., Friday, September 11, 2015	Closing date/time for receipt of proposals
Monday, September 21 through Friday, September 25, 2015	Interviews/Discussions (if held)
4:00 p.m. on Monday, September 28, 2015	Date for receipt of Best and Final Offers (if required)
Wednesday, October 28, 2015	BAHA Approval

<sup>\*</sup>Interview, award and approval dates are approximate and are subject to change before or after the closing date of the RFP.

#### VI. <u>SUBMITTAL OF PROPOSALS</u>

- 1. Interested firms must submit one (1) original, six (6) printed copies, and one electronic PDF version copy of their proposal by 4:00 p.m. on Friday, September 11, 2015. Submission of an electronic copy of the proposal without printed copies will not satisfy the submission requirement. Any proposals submitted solely by email or by fax will NOT be considered.
- 2. Proposals are to be addressed as follows:

Mover Services RFP Attention: Andrew Nguyen 101 8<sup>th</sup> Street, 3<sup>rd</sup> Floor Receptionist Oakland, CA 94607

- 3. Proposer's name and return address must also appear on the envelope.
- 4. Proposals will be received only at the address shown above and **no later than the date and time indicated**. BAHA is not responsible for deliveries delayed for any reason. Any proposals received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.
- 5. All proposals, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated**. The timestamp located on the 3<sup>rd</sup> floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of proposals.
- 6. Proposer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.
- 7. A signed proposal submitted to BAHA in response to this RFP shall constitute a binding offer from Proposer to contract with BAHA according to the terms of the proposal for a period of 120 days after the proposals are due to BAHA.
- 8. A proposal may be withdrawn at any time before the date and time when proposals are due by submitting a written request for its withdrawal to the BAHA Project Manager.

- 9. This RFP does not commit BAHA to award a contract or to pay any costs incurred by any Proposer in the preparation of a proposal in response to this RFP.
- 10. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
- 11. BAHA reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers.
- 12. BAHA reserves the right in its sole discretion not to enter into any contract as a result of this RFP.
- 13. If the selected Proposer fails to enter into a contract with BAHA in a timely manner as determined by BAHA, in accordance with the terms and conditions of this RFP, BAHA reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.
- 14. Online Vendor Registration is required to be eligible for contract award. Proposers should visit <a href="http://procurements.BAHA.ca.gov/Vendors/vendor-information.html">http://procurements.BAHA.ca.gov/Vendors/vendor-information.html</a> to register in the BAHA Vendor Database.

#### VII. FORM OF PROPOSAL

Proposals must be signed in ink and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the proposal on behalf of the Proposer. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in BAHA's sole discretion. Each proposal must include the following:

#### A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The letter must:

- 1. Contain the name and telephone number of a contact person, if different from the signatory;
- 2. Acknowledge receipt of this RFP and any Addendum to the RFP;
- 3. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services, and plans for mitigating such conflicts; and
- 4. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 120 days from the due date for proposals.

## B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the Proposer's firm, local address, and telephone number, name of contact person, contact person's email address, and the date.

#### C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

#### D. Overview and Summary

Proposals must clearly convey the Proposer's understanding of the nature of the work and demonstrate the Proposer's ability to successfully complete the project. It should include, but not be limited to:

- 1. A discussion of the project's purpose;
- 2. A summary of the proposed approach, including:
  - a. A description of equipment owned and/or operated by your company and/or subcontractors that will be used on this move, particularly the use of any specialized equipment for the transport of server equipment, hazardous chemicals, and technical laboratory equipment;
  - b. An estimate of the number of trucks and personnel, broken down by each agency and origin location, to be used on the project;
- 3. The assumptions made in selecting the approach; and
- 4. Work Plan: This section should present a work plan for the tasks described in <u>Appendix A</u>, Scope of Work. The proposed work plan should:
  - a. Discuss how the Proposer will conduct the phased move described in <u>Appendix A</u>, Scope of Work, and propose a schedule. The proposal should discuss the move phases and elements in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks or sub-tasks the Proposer believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks and milestones. The Proposal must demonstrate an in-depth understanding of a laboratory environment in regards to which items are prohibited for handling by standard movers;
  - b. Provide a staffing plan for each Phase of the move, including the Pre-Move, Move and Post-Move activities involved in each Phase. Provide an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between BAHA, Proposer staff, and subcontractors, if any;
  - c. Describe the approach to manage resources and maintain quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results; and
  - d. Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of the Scope of Work, attached as <a href="Appendix A">Appendix A</a>. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

#### E. Qualifications and References

1. Describe proposed team's qualifications specific to the requirements set forth in Section III, <a href="Proposer Minimum Qualifications">Proposer Minimum Qualifications</a>. Identify the personnel, including subcontractors' personnel, whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Work attached as Appendix A.

- 2. Identify key personnel (including subcontractor personnel) and briefly discuss individual qualifications to perform each task. Each key personnel resume should not exceed two pages.
- 3. Provide a succinct description (one page maximum) of any previous projects similar to the Scope of Work attached as <u>Appendix A</u>, indicating the project title, duration, budget, sponsoring agency/entity and sponsor project manager, and roles played by individuals proposed for this project. Include the name of the agency/entity for whom the work was performed, year performed, name of the contact person and their telephone number. Project descriptions must overall demonstrate that the Proposer has an in-depth understanding of the applicable laws, handling procedures, and/or equipment necessary to successfully complete this project. A project description, for example, may describe the use of air ride and/or refrigerated trucks for the transport of laboratory freezers, refrigerators and sensitive lab equipment, or specifically describe laboratory equipment preparation, transfer, and set-up.
- 4. Provide a list of references (including references for subcontractors) and their contact (email and phone number) information.
- 5. Provide a summary of all contracts your firm (including subcontractors) has held with MTC, MTC Service Authority for Freeways and Expressways ("MTC SAFE"), Bay Area Toll Authority ("BATA"), Bay Area Infrastructure Financing Authority ("BAIFA"), The Association of Bay Area Governments ("ABAG"), The Bay Area Air Quality Management District ("Air District"), or BAHA in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

#### F. Cost Proposal

Based on the tasks and staffing plan described in response to D, listed above, provide a breakdown of the expected expenditures of funds for each task in each phase described in <u>Appendix A</u>, Scope of Work. The cost proposal should be submitted on the forms included in <u>Appendix B</u>, Cost Proposal Form, which provides a breakdown of costs into materials required for the pre-move, move and post-move activities for both phases of the move as described in <u>Appendix A</u>, Scope of Work. <u>Appendix B</u>, Cost Proposal Form is available in electronic spreadsheet format upon request.

#### G. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix C*).

#### **H.** Insurance Provisions

Submit a signed acknowledgement that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in <u>Appendix D-1</u>, Insurance Requirements, within ten (10) days of BAHA's notice to firm that it is the successful Proposer. (See Section IX.B of the RFP for how to request exceptions to the minimum insurance requirements.)

#### I. Taxpayer Identification Number and Certification

Submit a W-9, Request for Taxpayer Identification Number and Certification (containing original signature) available at <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>.

#### VIII. PROPOSAL EVALUATION

#### A. Verification of Minimum Qualifications

The BAHA Project Manager will review proposals to ensure that each proposal meets the Minimum Qualifications set out in Section III, <u>Proposer Minimum Qualifications</u> of this RFP. Proposers failing to meet the Minimum Qualifications will not be considered.

#### **B.** Review for General Responsiveness

The BAHA Project Manager, in consultation with the BAHA's Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section VII, Form of Proposal. Proposers failing to meet the Minimum Qualifications listed in this RFP or to satisfy the federal Disadvantaged Business Enterprise (DBE) requirements (if applicable), will not be considered responsive. Also, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in Section VII, Form of Proposal may be considered responsive, if evaluation in every criterion is possible. BAHA reserves the right to request additional information from responsive Proposers prior to evaluation.

#### C. Evaluation Panel and Evaluation Criteria

Responsive proposals will then be evaluated by an evaluation panel of BAHA, MTC, ABAG, and Air District staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the BAHA Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Any attempt by Proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer.

Responsive proposals shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages:

- 1. Proposer Firm/ Team Experience, in relation to the expertise sought by BAHA (30%);
- 2. Cost effectiveness of the Cost Proposal (30%);
- 3. Staffing and equipment plan and staff qualifications, including depth and commitment of resources proposed to be assigned to the Project (30%); and
- 4. Written/Oral Communications: As evidence in the submitted proposal and through oral interviews (if held) (10%).

#### **D.** Proposer Discussion

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular Proposer (with or without interviews), or to enter into discussions with a "short list" of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a Proposer on the "short list" will be to identify to that Proposer specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The Proposer's project

manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A Proposer on the "short list" invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

#### E. Request for Best and Final Offer

Following discussions, if held, Proposers on the "short list" will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance by BAHA of a Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

BAHA reserves the right not to convene oral interviews or discussions, and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. References may be contacted at any point in the evaluation process.

The panel will recommend a Proposer to the BAHA Executive Director, based on their evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, he will approve the award or forward the recommendation to BAHA for approval (if required).

#### IX. GENERAL CONDITIONS

#### A. Award

Any award made will be to the Proposer whose proposal is most advantageous to BAHA based on the evaluation criteria defined in Section VIII. If the selected firm fails to enter into a contract with BAHA in a timely manner as determined by BAHA, in accordance with the terms and conditions of this RFP, BAHA reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

#### **B.** Contract Arrangements

BAHA Standard Consultant Contract is attached as <u>Appendix D</u>. If a Proposer wishes to propose a change to any standard BAHA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept BAHA's standard contract provisions, unless such language is protested in accordance with Section C below.

The selected CONTRACTOR will be required to maintain insurance coverage, during the term of the contract, at the levels described in <u>Appendix D-1</u>, Insurance Requirements. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in <u>Appendix D-1</u>, within ten (10) days of BAHA's notice that it is the successful Proposer. Requests to change BAHA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. BAHA will review the requests and issue an addendum if material changes requested by a prospective Proposer are acceptable. Objections to BAHA determinations on requests to change insurance requirements pursuant to the protest provisions of this RFP must be brought to BAHA's attention no later than the deadline for protesting RFP provisions or compliance with all material insurance requirements will be assumed.

The contract resulting from this RFP will be **firm fixed price**, with payment based on BAHA's receiving of satisfactory deliverables.

#### C. Selection Disputes

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Proposer on the grounds that BAHA procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1. No later than 4:00 p.m. on the third business day prior to the date proposals are due, for objections to RFP provisions; or
- 2. No later than 4:00 p.m. on the third business day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
- 3. No later than 4:00 p.m. on the third business day after the date on which the firm is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Proposer selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until BAHA authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the BAHA review officer to recommend a resolution to the BAHA Executive Director.

The BAHA Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Should a Proposer wish to appeal the decision of the BAHA Executive Director, it may file a written appeal with BAHA, no later than 4:00 p.m. on the third business day after receipt of the written response from the BAHA Executive Director. BAHA's decision will be the final agency decision.

Authorization to award an agreement to a particular Proposer by BAHA shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the BAHA Executive Director or, if the decision of the BAHA Executive Director is appealed, the issuance of BAHA's decision.

#### D. Public Records

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code §6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to BAHA will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any proposal content contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer may request that BAHA withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information, if any, required to be

submitted under Section VII of this RFP, as confidential and shall include the following notice at the front of its proposal:

"The data on the following pages of this proposal contain technical information that constitute trade secrets and/or that, if disclosed, would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used for review by BAHA only, but understands that exemption from disclosure will be limited by BAHA's obligations under the California Public Records Act. If an agreement is awarded to the Proposer submitting this proposal, BAHA shall have the right to use or disclose the data, unless otherwise provided by law. [List pages]."

Failure to include this notice with relevant page numbers shall render any "confidential/proprietary" markings inadequate. Individual pages shall accordingly not be treated confidentially. Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required proposal forms or the cost proposal as confidential. Consequently, any language purporting to render any proposal forms or the cost proposal as confidential or proprietary will be regarded as ineffective and will be disregarded.

In the event properly marked data is requested pursuant to the California Public Records Act, the Proposer will be advised of the request. If the proposal requests that BAHA withhold such data from disclosure and BAHA complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify and defend BAHA and hold it harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to attorneys' fees that may be awarded to the party requesting such Proposer information); and pay any and all costs and expenses relating to the withholding of the Proposer information.

If the Proposer does not mark each page containing proprietary information as confidential, does not include the statement described above at the front of its proposal, and does not request that BAHA withhold information marked as confidential and requested under the California Public Records Act, BAHA shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against BAHA or its commissioners, officers, employees or agents in connection with such disclosure.

#### E. Key Personnel

Key Proposer personnel assigned to the project are expected to remain on the project. Any change in key personnel on the proposed project team is subject to prior written approval of BAHA. Removal of any key personnel identified in the proposal without written consent of the BAHA Project Manager may be considered a material breach of contract.

#### F. Conflicts of Interest

By submitting a proposal, the Proposer represents and warrants that no commissioner, officer or employee of BAHA is in any manner interested directly or indirectly in the proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections

1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever BAHA is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by BAHA and the Proposer. After award, the winning Proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other BAHA solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to BAHA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this RFP if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this RFP.

#### **G.** Cooperative Use

The Metropolitan Transportation Commission (MTC), Bay Area Air Quality Management District (BAAQMD), and the Association of Bay Area Governments (ABAG), Regional Administrative Facility Corporation (RAFC), Bay Area Toll Authority (BATA), Bay Area Infrastructure Financing Authority (BAIFA), and MTC Service Authority for Freeways and Expressways (MTC SAFE), may utilize this RFP to obtain Mover Services at the same terms and conditions included in this RFP and Mover's Proposal during the time period contemplated in Section II.B, Period of Performance.

#### H. Not Used

#### I. Web Based Communications

Proposer agrees to submit all communication and required documentation, including but not limited to invoices, requests for contract modifications, etc. to the BAHA Project Manager or his/her designee via a web-based system designated by BAHA to which BAHA will provide system access.

#### J. Payment, Sub-Contractor and Wage Information

Contractor's personnel will be paid, at a minimum, an amount equivalent to the appropriate Area 1 wage rate and fringe benefits schedule that is set forth in the 2013-2015 Carpenters Truck Driver and Mover Agreement (Effective August 28, 2013). The 2013-2015 Carpenters Truck Driver and Mover Agreement, as adopted by the City and County of San Francisco pursuant to San Francisco Administrative Code Section 21C.6, can be found on the City and County of San Francisco's Office of Labor Standards Enforcement ("OLSE") webpage at: <a href="http://sfgsa.org/index.aspx?page=394">http://sfgsa.org/index.aspx?page=394</a>. A summary of the Area 1 wage rates and fringe benefits schedule that are in effect as of August 24, 2015 is included as Appendix B-2, Office of Labor Standards Enforcement Summary Table. BAHA reserves the right to collect relevant payroll records from Contractor for the purpose of monitoring compliance with this requirement.

#### APPENDIX A, SCOPE OF WORK

### I. PROJECT DESCRIPTION

A. **Summary** – CONTRACTOR will be responsible for providing move coordination and physical relocation of the Metropolitan Transportation Commission ("MTC"), the Association of Bay Area Governments ("ABAG"), and the Bay Area Air Quality Management District ("Air District") from their respective Origin locations identified in **TABLE 1**, <u>Phase 1 and Phase 2 Move Summary</u>, to the new regional headquarters building, located at 375 Beale St., San Francisco, CA 94105 ("Destination"). **TABLE 1** briefly summarizes the scope of these two moves, and highlights special items.

<b>TABLE 1:</b> Overview of Phase 1 and Phase	2 Moves
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	ORIGIN(s)	APPROX. DATE OF MOVE	AGENCY	APPROX. # EMPLOYEES	SPECIAL ITEMS	DESTINATION
PHASE 1	Joseph P. Bort MetroCenter, 101 8 <sup>th</sup> Street, Oakland, CA 94607 ("ORIGIN 1")	Weekend of January 15, 2016	MTC, ABAG	323	<ol> <li>Technical Library</li> <li>Law Library</li> <li>Computer Servers</li> </ol>	375 Beale Street, San Francisco, CA 94105 ("DESTINATION")
PHASE 2	939 Ellis Street, San Francisco, CA 94109 ("ORIGIN 2")	Weekend of March 25, 2016	AIR DISTRICT	277	<ol> <li>Law Library</li> <li>Computer         Servers</li> <li>Laboratory         Equipment</li> <li>Hazardous         Chemicals</li> </ol>	375 Beale Street, San Francisco, CA 94105 ("DESTINATION")
	TOTA	L: 600 Employ	rees			

- B. **Date(s) of Move**: BAHA expects the work for the initial move for Phase 1 to commence on or about the weekend of January 15, 2016, and the initial work for Phase 2 to commence on or about the weekend of March 25, 2016. All work is expected to be completed no later than May 31, 2016. These dates are <u>approximate</u> and subject to change. At BAHA's sole option, the contract may be extended for eighteen (18) additional months for additional move related activities at the Destination location contemplated in this <u>Appendix A</u>, Scope of Work.
- C. **Budget**: The estimated total budget for the contract resultant of this RFP has not been determined at this time. The budgets submitted by each Proposer, as required in <u>Section VII</u>, <u>Form of Proposal</u>, Item F, <u>Cost Proposal</u>, will form the basis for the overall project budget.
- D. **Cooperative Use:** The Metropolitan Transportation Commission (MTC), Bay Area Air Quality Management District (BAAQMD), and the Association of Bay Area Governments (ABAG), Regional Administrative Facility Corporation (RAFC), Bay Area Toll Authority (BATA), Bay Area Infrastructure Financing Authority (BAIFA), and MTC Service Authority for Freeways and Expressways (MTC SAFE), may utilize this RFP to obtain Mover Services at the same terms and conditions included in this RFP and Mover's Proposal during the time period contemplated in Section II.B, Period of Performance.
- E. **Permits:** CONTRACTOR will comply with all applicable laws and regulations, and obtain all permits necessary to complete this project. This includes any encroachment permits necessary for proper ingress and egress from the Origins and Destination locations, and any permits necessary to comply with noise or nuisance ordinances, such as Chapter 8.18 of the Oakland Municipal Code, and Article 1, Section 49 of the San Francisco Police Code.

#### II. **ORIGIN ONE (1) DESCRIPTION**

A. Occupants MTC and ABAG

B. Address The MetroCenter, 101 8th Street, Oakland, CA 94607

- The MetroCenter is a 106,000 square foot office building with three stories (3) C. **Description** above ground and one (1) floor below ground. MTC occupies the 3<sup>rd</sup> floor, 2<sup>nd</sup> floor, and a small portion of the 1<sup>st</sup> floor. ABAG occupies the majority of the 1<sup>st</sup> floor. The Bay Area Rapid Transit (BART) Authority occupies the below-ground floor, but will not be moving as part of this project. Both MTC and ABAG jointly own the technical library also located on the 1<sup>st</sup> floor. MTC has a law library located on the 3<sup>rd</sup> floor. Server rooms are located on all three floors. Only MTC & ABAG occupied spaces, the technical library, law library, and three server rooms will be relocating. The disposition of the MetroCenter building following the relocation is unknown at this time.
- D. Elevators/ Stairs: There are two (2) personnel elevators that can access all floors of the building and two (2) stairwells available for use. There is no freight elevator.
- E. Floor Plans: APPENDIX A-1.0 through 1.3, Origin 1 (MetroCenter) Floor Plans highlight relevant access points, paths of travel, the law library, technical library, and server rooms.
- F. Inventory: Please see **Appendix A-4**, Origin 1 Approximate Inventory List for a preliminary listing of inventory that may be relocating to Destination.

#### III. **ORIGIN TWO (2) DESCRIPTION**

- A. Occupant: The Air District, including the Air District Laboratory
- B. Address: 939 Ellis Street, San Francisco, CA 94109
- C. **Description:** The Ellis Street building is a seven (7) story, 116,000 square foot office building. The Air District offices are located on floors two through seven. The Air District law library is located on the 7<sup>th</sup> floor. The Air District Laboratory is located on the 2<sup>nd</sup> Floor and contains technical equipment and chemicals on site that will need to be relocated. A technical server room is located on the sixth floor. All Air District staff will be moving to Destination.
- D. Elevators/ Stairs: There are three (3) personnel elevators and two (2) stairwells that can access all floors of the building available for use. There is no freight elevator.
- E. Floor Plans: APPENDIX A-2.1 through 2.7, Origin 2 (Air District) Floor Plans, highlight relevant access points, paths of travel, the law library, the Air District Laboratory, and server rooms.
- Please see **Appendix A-5**, Origin 2 Approximate Inventory List for a F. Inventory: preliminary listing of inventory that may be relocating to Destination.

#### **DESTINATION DESCRIPTION** IV.

- A. Occupants: MTC, ABAG, and Air District, and TBD. 375 Beale Street, San Francisco, CA 94105
- B. Address:
- The 375 Beale Street building is an eight (8) story, 500,000 square foot C. **Description:** building. There are no current tenants. MTC, ABAG, and Air District will be relocating to the different floors as detailed below in **Appendix A-6** and **7**, Phase 1 (Origin 1) and Phase 2 (Origin 2) Preliminary Phasing Schedules, respectively.
- D. Elevators/ Stairs: There are four (4) personnel elevators, one (1) freight elevator, and four (4) stairwells that can access all floors available for use.
- E. Floor Plans: **APPENDIX A-3.0** through **3.8**, Destination Floor Plans highlight relevant access points, paths of travel, and planned relocation areas of the law libraries, technical library, Air District Laboratory, and server room equipment.

#### V. APPROXIMATE INVENTORY LISTS, PHASING AND MOVE SCHEDULE

The following documents have been provided to assist in the planning and bid estimation process. They are all <u>preliminary</u> based upon available information, and may vary prior to and during the move process.

#### A. Appendix A-1, Origin 1 (MetroCenter) Floor Plans

- 1.**Appendix A-1.0** Below- Ground Floor
- 2.**Appendix A-1.1** First Floor
- 3.**Appendix A-1.2** Second Floor
- 4.**Appendix A-1.3** Third Floor

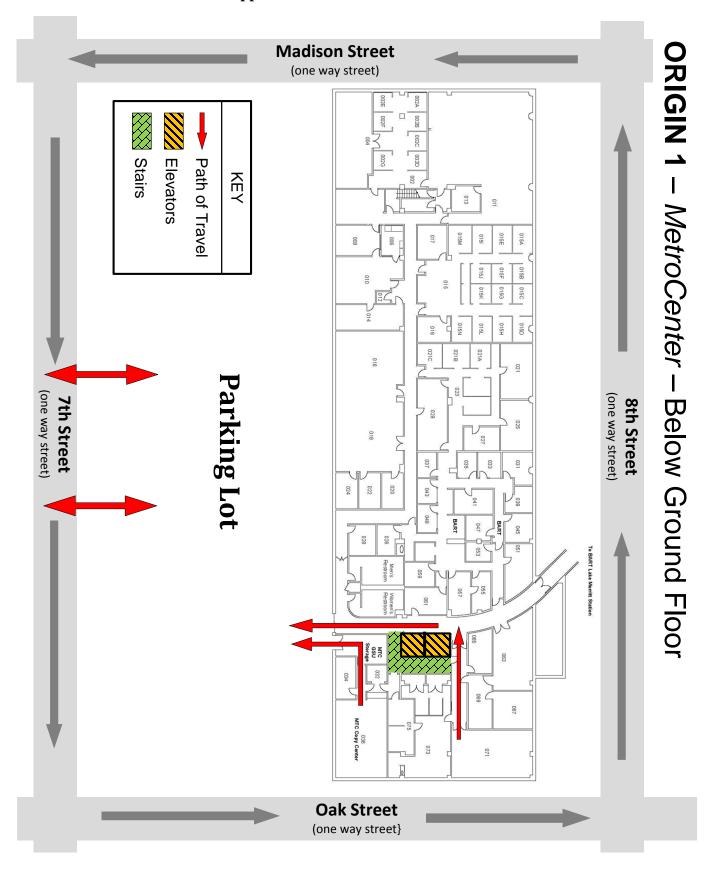
#### B. Appendix A-2, Origin 2 (Air District) Floor Plans

- 1.**Appendix A-2.1** First Floor (Lobby)
- 2.**Appendix A-2.2** Second Floor
- 3.**Appendix A-2.3** Third Floor
- 4.**Appendix A-2.4** Fourth Floor
- 5.**Appendix A-2.5** Fifth Floor
- 6.**Appendix A-2.6** Sixth Floor
- 7. **Appendix A-2.7** Seventh Floor

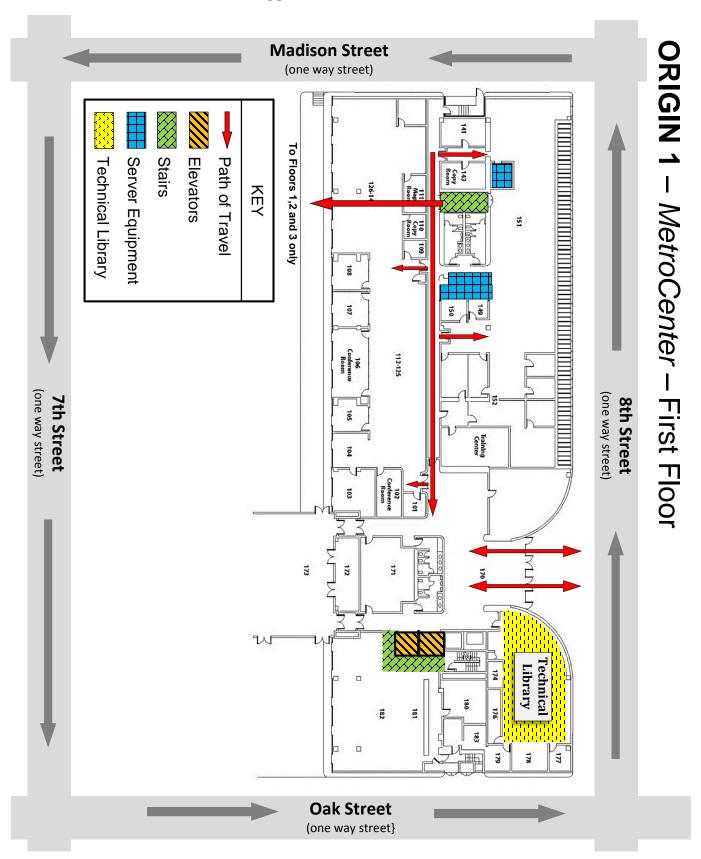
### C. Appendix A-3, <u>Destination (375 Beale Street) Floor Plans</u>

- 1.**Appendix A-3.1** First Floor
- 2.**Appendix A-3.2** Second Floor
- 3.**Appendix A-3.3** NOT USED
- 4.**Appendix A-3.4** NOT USED
- 5.**Appendix A-3.5** NOT USED
- 6.**Appendix A-3.6** Sixth Floor
- 7. **Appendix A-3.7** Seventh Floor
- 8. **Appendix A-3.8** Eighth Floor
- D. Appendix A-4, Origin 1 Approximate Inventory List
- E. Appendix A-5, Origin 2 Approximate Inventory List
- F. Appendix A-5.1, Origin 2, Air District Laboratory Equipment Inventory
- G. Appendix A-5.2, Origin 2, Air District Hazardous Materials Chemical Inventory
- H. Appendix A-6, Phase 1 (Origin 1), Preliminary Phasing Schedule
- I. Appendix A-7, Phase 2 (Origin 2), Preliminary Phasing Schedule
- J. Appendix A-8, Phase 1 (Origin 1), Preliminary Activities and Move Schedule
- K. Appendix A-9, Phase 2 (Origin 2), Preliminary Activities and Move Schedule
- L. **Appendix A-10,** Overall Move Instructions
- M. **Appendix B,** Cost Proposal Forms
- N. Appendix C, California Levine Act Statement
- O. Appendix D, BAHA Standard Consultant Contract

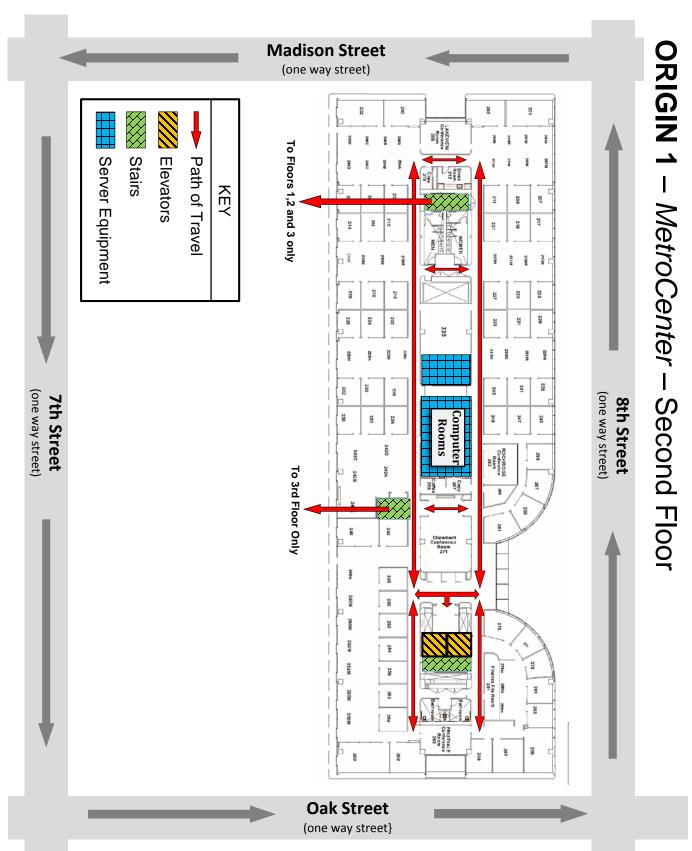
Appendix A-1.0 – Below-Ground Floor



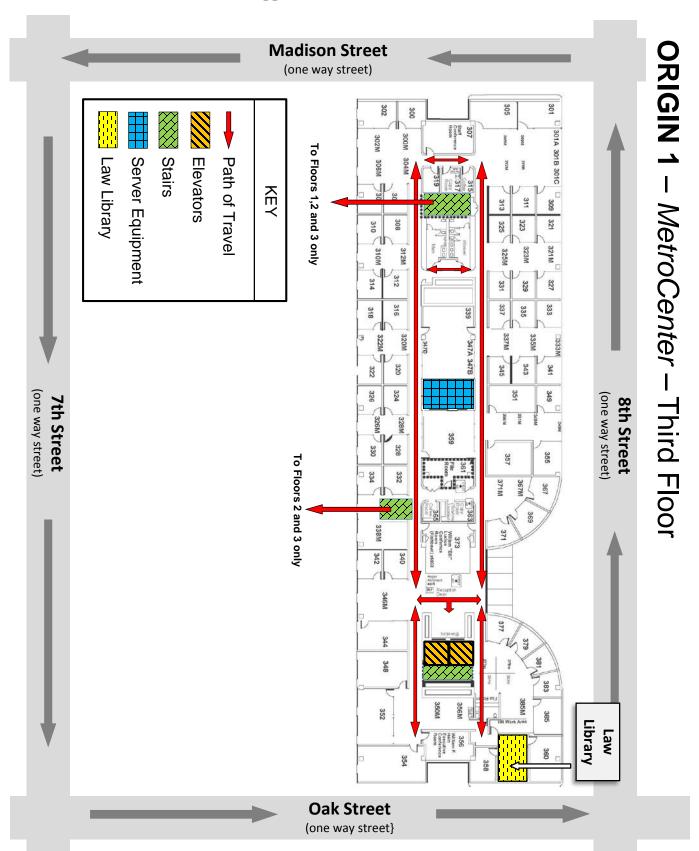
**Appendix A-1.1** – First Floor



Appendix A-1.2 – Second Floor



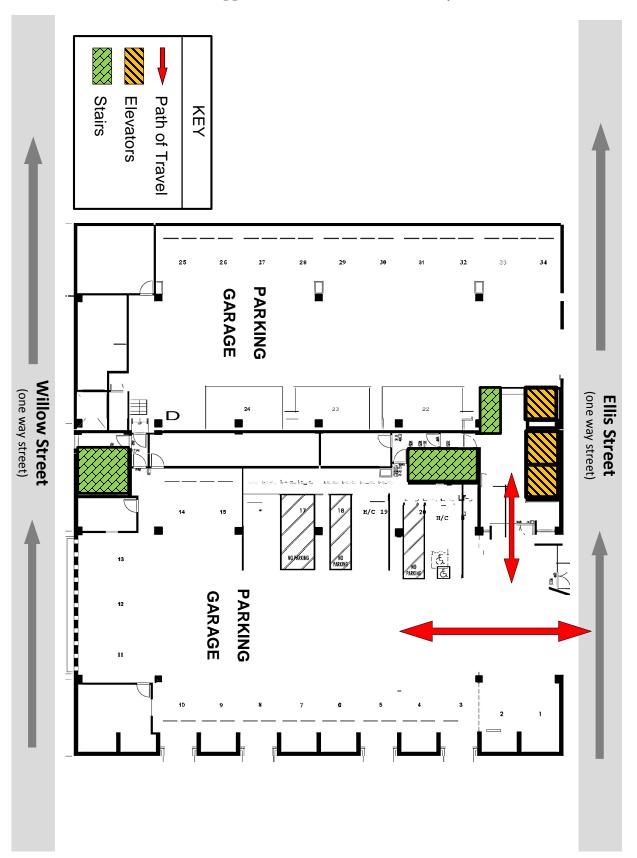
**Appendix A-1.3** – Third Floor



ORIGIN 2 - 939 Ellis Street - First Floor (Lobby)

## **APPENDIX A-2, ORIGIN 2 939 ELLIS STREET FLOOR PLANS**

**Appendix A-2.1** – First Floor (Lobby)



Appendix A-2.2 – Second Floor



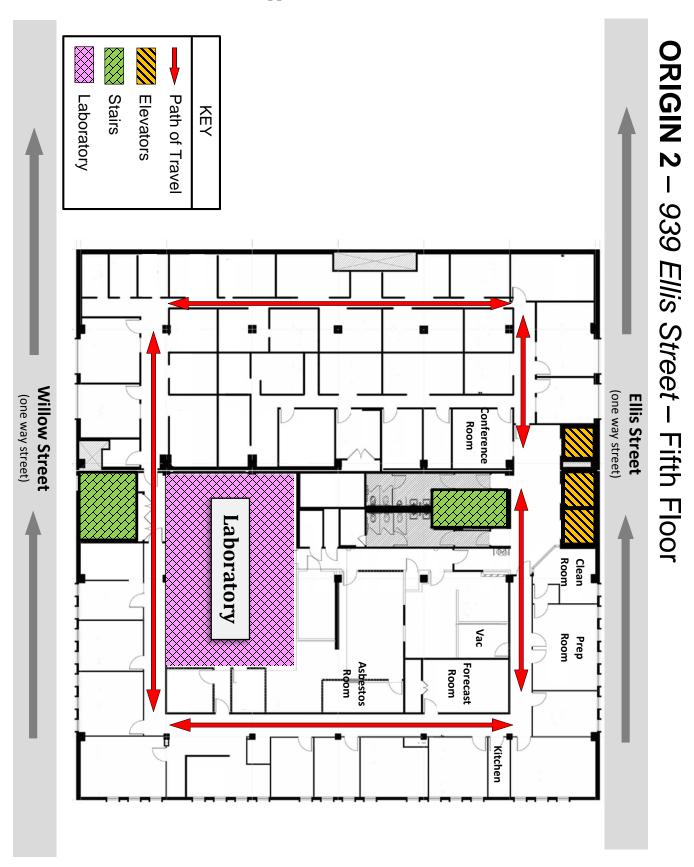
**Appendix A-2.3** – Third Floor



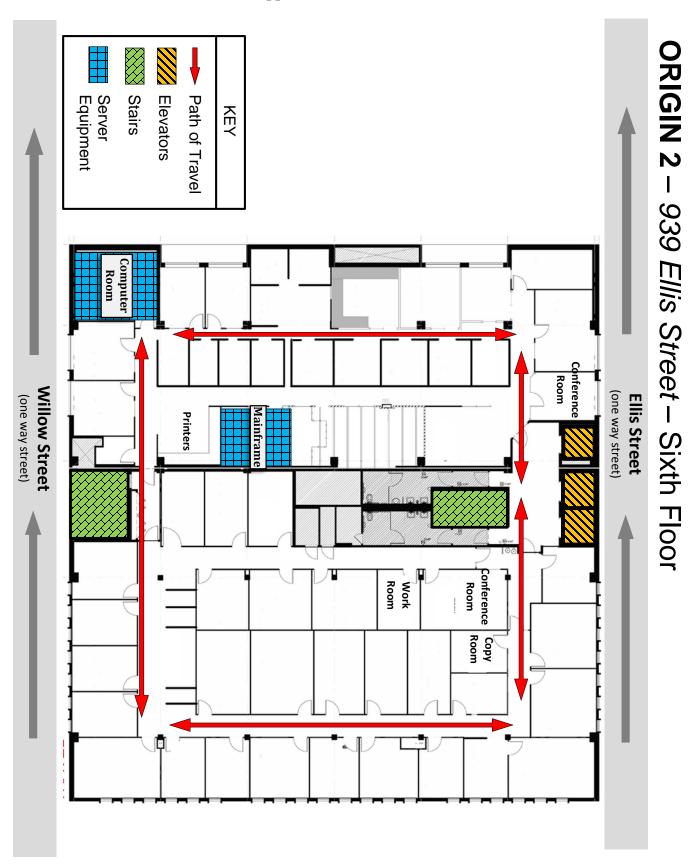
**Appendix A-2.4** – Fourth Floor



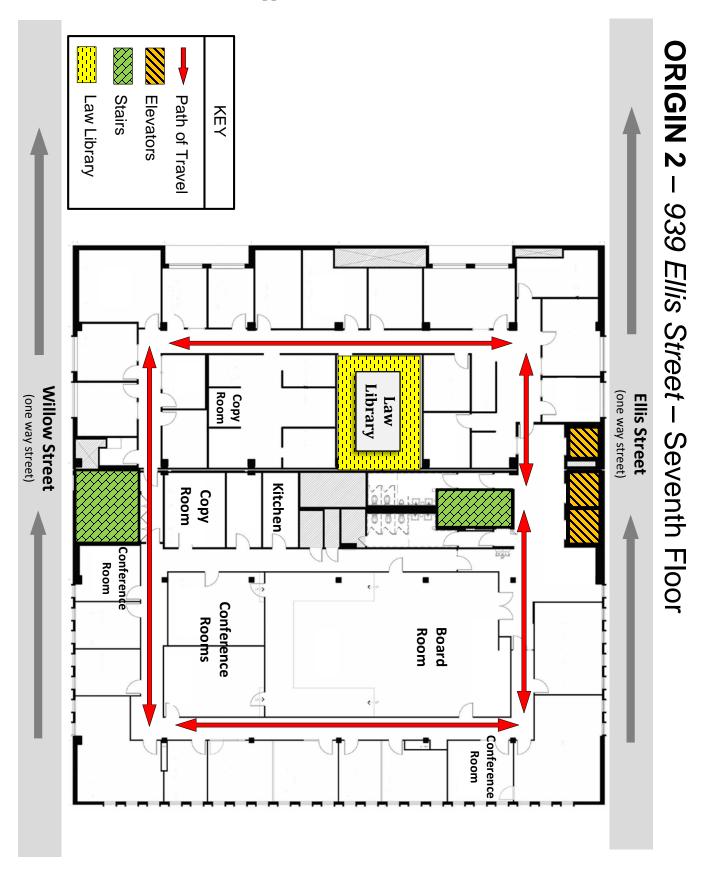
**Appendix A-2.5** – Fifth Floor



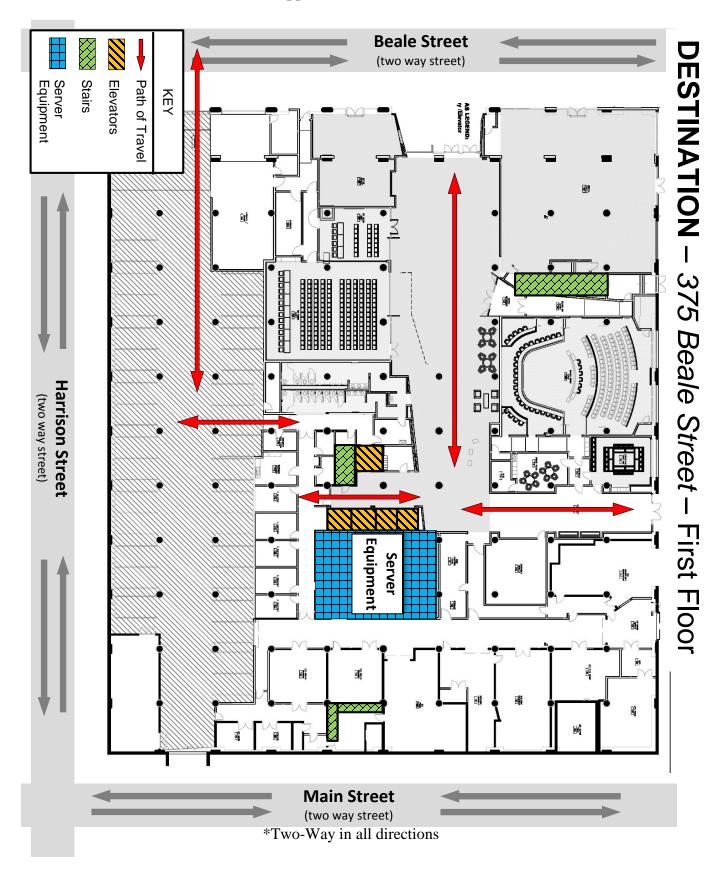
Appendix A-2.6 – Sixth Floor



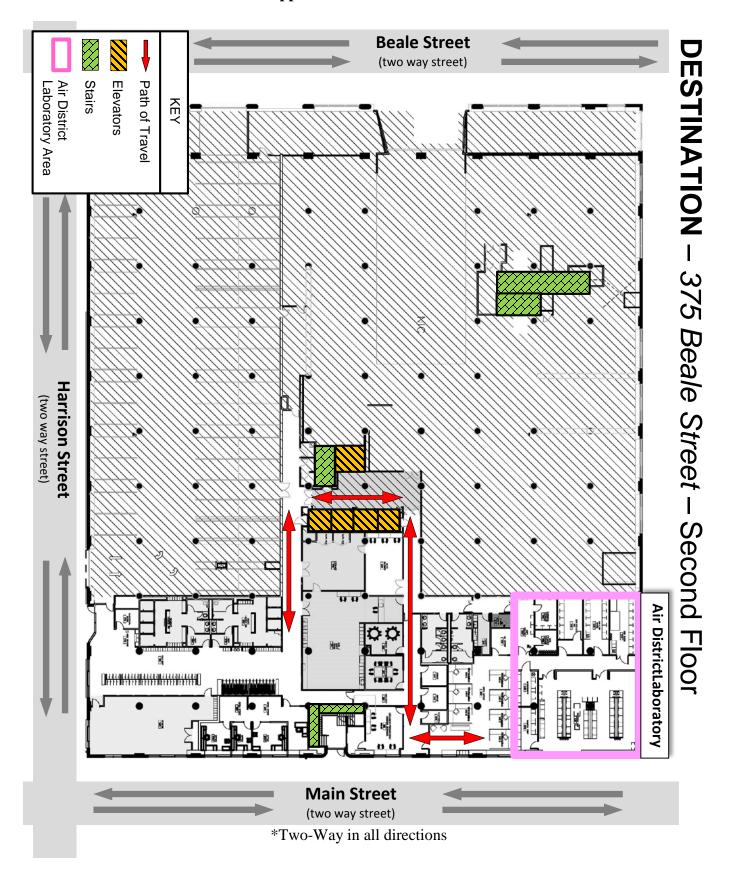
**Appendix A-2.7** – Seventh Floor



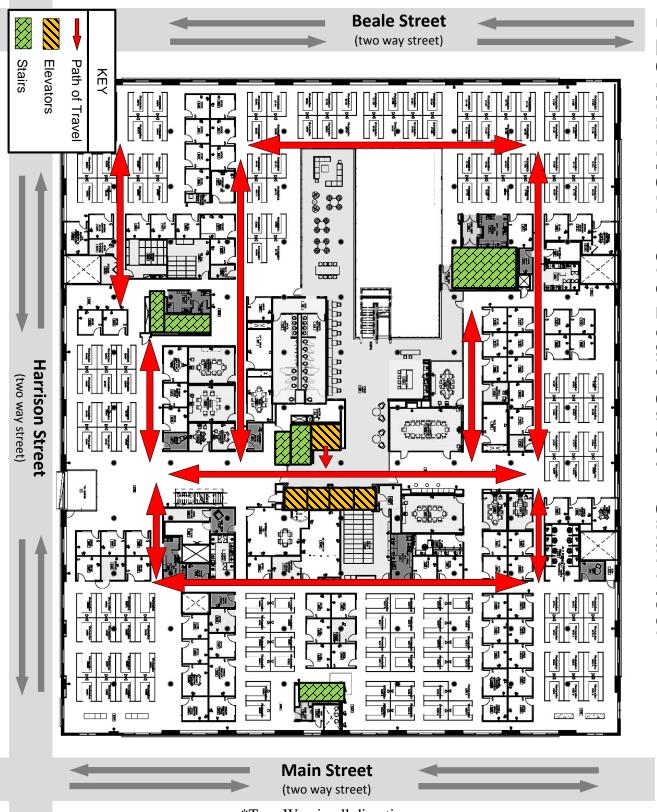
**Appendix A-3.1** – First Floor



Appendix A-3.2 – Second Floor

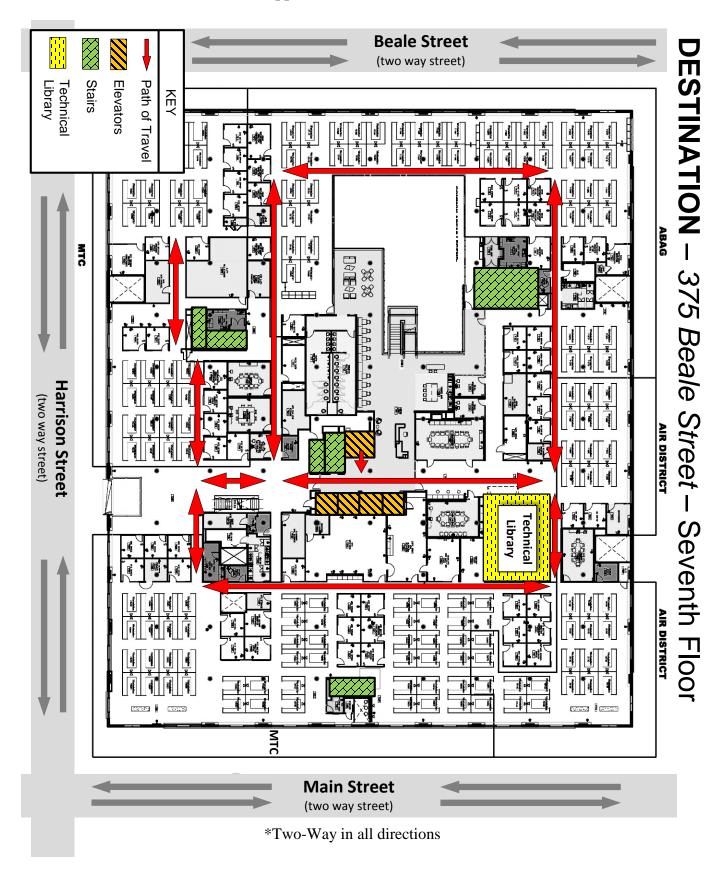


**Appendix A – 3.3 to 3.5 – Not used Appendix A-3.6** – Sixth Floor

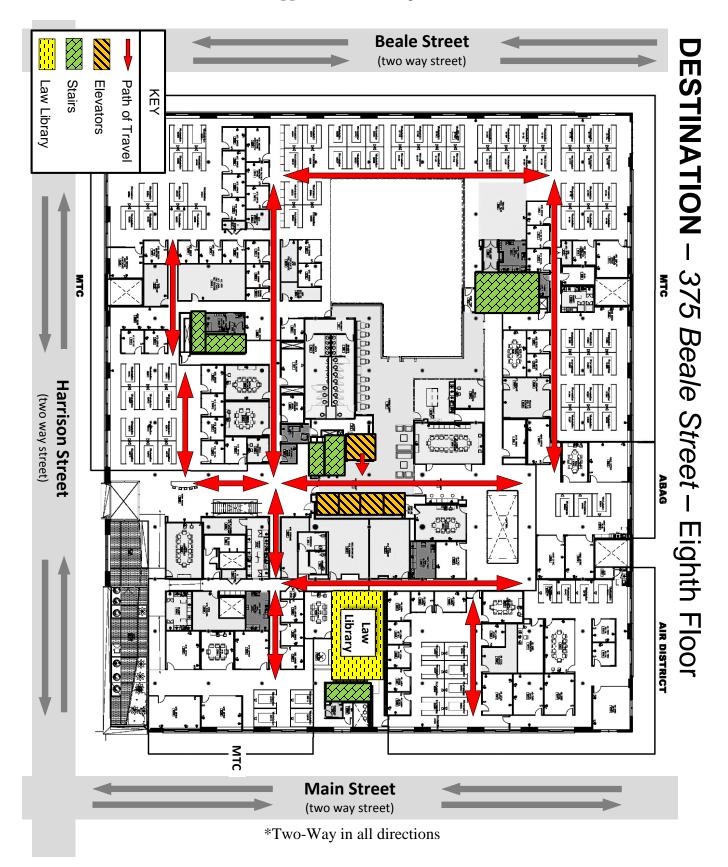


\*Two-Way in all directions

**Appendix A-3.7** – Seventh Floor



Appendix A-3.8 – Eighth Floor



# **APPENDIX A-4, ORIGIN 1 APPROXIMATE INVENTORY LIST**

PHASE 1				
AGENCIES	MTC and ABAG			
ORIGIN 1 ADDRESS 101 8th Street, Oakland, CA 94607				
OFFSITE ADDRESS Extra Space Storage: 210 Fallon St, Oakland, CA 94607				
<b>DESTINATION ADDRESS</b>	375 Beale Street, San Francisco, CA 94105			

\*\*Note: All values are preliminary, approximate and subject to change\*\*

Qty	Description	Qty	Description
	Employ	ee Move	
Crates (contents for [323] employees and filing cabinets to be surveyed at walk through) DELIVER CRATES ON FRIDAY, 01.08.16 MORNING		See Description	(*) "Zip-lock" bags and (455) monitor sleeves * = to be provided by separate computer vendor
		Equipment	<u>i</u>
323	Equipment: 200 CPU – 123 LP	3	Printers: Desktop
455	Equipment: Monitors	62	Servers (no racks moving)
	General Offi	i	nt
All	Telephones	1	Drill Press – Counter top 3'x3'
1	Paper cutter – Electric stand alone	1	Binding Machine – Counter top 3'x3'
		niture	
3,330	Linear feet (LF) of file contents (crate count captured above)	3	Safe - Desktop
7	Cabinet – Fire King (5 vertical and 2 Lateral)	100	Shelving Units/Metro – De- install/Reinstall
370	Cabinets – Lateral	2	Tables – Graphics Drafting
3	Cabinet – Storage	23	Tables – Training 70x30 and 84x18
32	Chairs – Conference Room	3	Tables – Conference - Dismantle
25	Chairs - Guest/Side Seating	165	Keyboard Trays
135	Chairs - Task	3	Tables – Copy Center 4' x 5'
	Ancilla	ry Items	
Various	Misc. Supplies – Bulletin Boards, Dry Erase Boards, Kitchen and Office Supplies, etc.	Various	Storage Room and Offsite Storage Unit Items – Pamphlets, boxes, contents from cabinets
Various	All boxed Copy paper	Various	Waste Baskets – All (Desks, Conf. Rooms, Break Rooms)
Various	Artwork		
	Special	ty Areas	
631 LF	Library – Technical, measured in LF	161 Linear Feet	Library – Law, measured in LF

# **APPENDIX A-5, ORIGIN 2 APPROXIMATE INVENTORY LIST**

PHASE 2				
AGENCY	Air District with Laboratory			
ORIGIN 2 ADDRESS—	939 Ellis Street, San Francisco, CA 94109			
DESTINATION ADDRESS	375 Beale Street, San Francisco, CA 94105			

\*\*Note: All values are preliminary, approximate and subject to change\*\*

Qty	Description	Qty	Description
	Employee M	Iove – (TBI	D)
3,140	3,140 Crates (contents for [277] employees and filing cabinets to be surveyed at walk through) DELIVER CRATES ON FRIDAY, 03.18.16 MORNING		(*) "Zip-lock" bags and (307) monitor sleeves * = to be provided by separate computer vendor
	Computer	Equipment	t
295	Equipment: Docking stations	32	Printers: Desktop
307	Equipment: Monitors	TBD	Servers
1	Pitney Bowes Mail Machine	2	Racking units
All	Telephones		
	General Offi	ce Equipme	ent
11	Binding machine – FastBack 20	1	Scale and Label Creator LP #2844-Z
11	Neopost mail machine w/ monitor	1	Letter opener - Neopost
1	Mail sorter with folding machine - Neopost	1	Envelope cutter
1	Paper cutter Triumph #3905	1	Shred Master #5550X
	Furi	niture	
7,850 LF	Linear feet (LF) of File contents (crate count captured above)	15	Chairs - Stacking
80	Cabinet – Lateral	116	Chairs - Conference
7	Cabinet – Fire King (5 lateral and 2 vertical)	30	Shelving units/Metro – De-install and reinstall
2	Cabinet – Storage/Tall	5	Safe
138	Keyboard Trays	10	Tables – Training
15	Tables – Conference (various, seating for 4 to 13)	1	Display cabinet, glass front (48w x 60h)
		51	Chairs - Task

[continued on next page]

	Ancill	lary Items	
Various	Misc. Supplies – Bulletin Boards, Dry Erase Boards, Kitchen and Office Supplies, etc.	21	Storage Room and Basement Items – 3 pallets of boxes, Pamphlets, boxes, contents from cabinets
1	Wall-mounted signage, one piece acrylic	All	Trash Cans – All (Desks, Conf. Rooms, Break Rooms)
Various All boxed Copy paper		Various	Artwork
	Specia	alty Areas	
	Refer to Appendix A-5.1, Lab Equipment Inventory		Refer to <u>Appendix A-5.2</u> , Air District Hazardous Material Chemical Inventory
485 LF	Library – Law, measured in LF		

### APPENDIX A-5.1, ORIGIN 2 AIR DISTRICT LABORATORY EQUIPMENT INVENTORY

ID#	New Location	Item	Abbrev.	Manufacturer	Model#	Position Bench/ Floor	Size (wxdxh)	Volt
	XRF	XRF		Thermo				
1	Room	Analyzer	XRF	Scientific	Quant 'X	В	64x30x17	110
	XRF	Vacuum						
2	Room	pump	VAC	EDWARDE	RV 8	F		110
	General	Wrist Action	01114	5 "			44 40 40	440
3	Lab	Shaker	SHK	Burrell	Model 75	В	41x16x16	110
	General	Tornado II Paint						
4	Lab	Shaker	SHK	Blair	Model 5100	В	18x18x26	110
	Lab	Automatic	SHIK	Diali	Woder 5100		10/10/20	110
	XRF	Flash Point						
5	Room	Analyzer	ANA	Walter Herzog	MP-329/330	В	24x20x21	110
	XRF	Sulfur			SLFA-			
6	Room	Analyzer	ANA	Horiba	1100H	В	18x21x16	110
	General							
7	Lab	Shaker	SHK	Lab-Line	4633	В	36x24x18	110
	HPLC/IP	DI Water	D.	EL OA	Pure Lab	_	00 00 00	440
8	Room General	System	DI	ELGA	DV25	В	30x20x26	110
9	Lab	Laboratory Oven	OVEN	ECO-Therm	Ecno therm	В	28x24x30	110
3	General	Overi	OVLIN	LCO-THEIII	LCHO MEM	В	20124130	110
10	Lab	Furnace	FURN	Thermo Lyne	48000	В	az	110
	General							
11	Lab	Oven	OVEN			В	16x16x16	110
	Sample	Spectra AA /						
12	Prep	GTA	SPECTRA	Varian	220FS	В	75x42x30	220
	Sample	Chiller for						
13	Prep	AA / GTA	CHR		Affinity	F	20x34x20	110
		UV-						
	Sample	Spectrophot			Cary 50	_		
14	Prep	ometer	UVSPEC	Varian	conc.	В	24x16x 9	111
15	Open Office	Printer	PRNT		dockton	В	standard	110
10	Sample	Laboratory	FINI		desktop	ם	Statiualu	110
16	Prep	Oven	OVEN	YAMATO	DKN 400	В	24x24x33	110
10	1.100	Reid Vapor		., ., ., ., .	2141 100		21/24/00	
	General	Pressure						
17	Lab	Bath	BATH	KOEHLER	K11450	F	17x17x38	110
	General							
18	Lab	MOD Block	MOD	CPI		В	24x12x10	110
4.5	General	Shaker for	01.11.6			_	04.40.45	440
19	Lab	VOC sample	SHK			В	24x13x16	110
20	XRF Room	Spcific Ion	ION MTR	ORION	900A	В	10010010	110
20	HPLC/IP	meter	IONIVIR	ORION	BUUA	D	18x18x10	110
21	Room	Sonicator	SONIC	BRANSON	2510	В	16X12X12	110
	1100111	Jornadoi	CONIC	DIVAINOUN	2010	ם ו	10/11/12	110

		Ion						
	HPLC/IP	Chromatog		Dionex_Therm				
22	Room	raph	IC	0	ICS-5000	В	94x30x34	110
	HPLC/IP				Ultimate			
23	Room	HPLC	HPLC	Thermo	3000	В	36x30x24	110
		Gas						
	General	Chromatogr						
24	Lab	aph	GC	Varian	CP-3800	В	32x24x22	110
		Gas						
	General	Chromatogr						
25	Lab	aph	GC	Varian	CP-3800	В	32x24x22	110
	General	H2						
26	Lab	Generator	H2	Parker	9150	В	14x14x15	110
	General	H2		Dominic				
27	Lab	Generator	H2	Hunter	UPH-40H	F	17x18x30	110
	General	N2		Dominic	Nitrox_			
28	Lab	Generator	N2	Hunter	UHPZN1001	F	15x15x30	110
		Gas						
	General	Chromatogr						
29	Lab	aph	GC	Shimadzu	GC_2010	В	50x25x36	110
		Gas						
	General	Chromatogr						
30	Lab	aph	GC	Shimadzu	GC_2014	В	28x25x36	110
		Gas						
	General	Chromatogr						
31	Lab	aph	GC	Shimadzu	GC_17A	В	64x28x33	110
		Gas						
	General	Chromatogr						
32	Lab	aph	GC	Shimadzu	GC_14A	В	24x24x30	110
	General	Hydrocarbo						
33	Lab	n Analyzer	HCO2	Rosemount	Model-400A	В	20x12x18	110
	General	OC/EC						
34	Lab	Analyzer	OC/EC	Sunset	L5	В	16x16x16	110
	General	,						
35	Lab	Refrigerator	RFR	VWR		F	36x33x74	110
(	Coffee/T	<u> </u>						
36	eam	Refrigerator	RFR	Whirlpool		F	34x32x68	110
	General			·				
37	Lab	Freezer	FRZR	VWR		F	36x28x66	110
	HPLC/IP							
38	Room	Freezer	FRZR	GE		F	33x31x72	110
	HPLC/IP							
39	Room	Refrigerator	UC RFR	Sanyo	2.3 Cubic Ft	F	22x20x25	110
	Open	Scanner for						
40	Office	Laboratoey	SCAN			В		110
	Sample	Portable						
41	Prep	Hood	PHOOD	Lab- Conoco		В	61x24x24	110
	Sample							
42	Prep	Balance	BAL	Mettler	AB204-5	В	10x17x13	110
	HPLC/IP	Portable						
43	Room	Hood	PHOOD	Lab-Conoco		В	28x13x21	110
	Mircosco	HEPA Filter						
44	ру	Hood	HEPA	Lab-Conoco	3720001	В	24x25x37	110
	Sample	_						
45	Prep	Balance	BAL	Mettler	PC4400	В		110

40	Sample	Balance	BAL	0114110	01.			
46	Prep	Balance	BAL	OHAUS	Scout-Pro	В		110
	Conorol	Canisters						
47	General Lab	cleaning system	CLEAN	Entech	3100A	F	33x33x30	110
47		system	CLEAN	Entech	7890A /	Г	33X33X3U	110
40	General	00/M0	CCMC	A mile mt		Б	00,20,20	440
48	Lab	GC/MS	GCMS	Agilent	5975C	В	80x30x30	110
		Pre						
		concentrat						
4.0	General	or for	500110			_		
49	Lab	GC/MS	PGCMS	Marks	Unity CIA8	В		110
		2ND						
		preconetrat						
	General	or for			Series 2			
50	Lab	GC/MS	P2GCMS	Marks	Ultra TD	В	10x24x24	110
	General							
51	Lab	SCD	SCD	Agilent		В	9x16x22	110
	General	Vacuum						
52	Lab	pump	VAC	Agilent	PFEIFFER	F		110
	General		<b>-</b>	J	7890A /	-	1	
53	Lab	GC/MS	GCMS	Agilent	5975C	В	80x30x30	110
		Pre	201110	, ig	30.00		30,00,00	
		concentrat						
	General	or for						
54	Lab	GC/MS	PGCMS	Entech	7200	F	50x36x60	110
- 54		Vacuum	FGCIVIS	Entecn	7200	Г	30x30x00	110
	General		\/A C	A -: 1 4	DEFIEED	_		440
55	Lab	pump	VAC	Agilent	PFEIFFER	F		110
	General		0.5	l	10.10	_		
56	Lab	Gas Dilutor	GD	Environics	4040	В	18x15x7	110
	Mircosco	Portable				_		
57	ру	Hood	PHOOD	Lab Conoco		В	61x24x24	110
	Mircosco			Sartorius				
58	ру	Balance	BAL	basic	BA110S	В	10x17x13	110
		Liquid						
	General	N2_tank						
59	Lab	LC160-230	N2			F	24x24x70	
		Liquid						
	General	N2 tank						
60	Lab	LC160-22	N2			F	24x24x70	
	Mircosco		112			•	2 1/2 1/10	
61	ру	Microscope	MIRCO	Olympus	BH-2	В	14x28x28	110
	Mircosco			- Siyiiipus	511.2		1 1/20/20	110
62		Microscope	MIRCO	Olympus	BX-50	В	14x28x28	110
02	ру	Hood with	IVIIICO	Olympus	DV-20	ם	14770770	110
	Mirococco							
60	Mircosco	Stereo		Air Eiltronias		ь	40204204	110
63	ру	Microscope	HMIRCO	Air Filtronics		В	42x24x34	110
	B. 45	Hood with						
2.4	Mircosco	Stereo		A		_	40.04.04	440
64	ру	Microscope	HMIRCO	Air Filtronics		В	42x24x34	110
	Open	l				_	1	
65	Office	Printer	PRNT		desktop	В	standard	110
	Open							
66	Office	Printer	PRNT		desktop	В	standard	110
	Coffee/T				253-			
67	eam	Freezer	FRZR	Kenmore	9187110	F	36x24x36	110
	Controlle							
68	d Room	Balance	BAL	Sartorius	top load	В	17/17/17	110
						i		

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69	Controlle d Room	Balance	BAL	Sartorius	MC.5		16x16x16	110
	Controlle				111010			
70	d Room	Printer	PRNT		Color	В	standard	110
	Controlle							
71	d Room	Steel Rack	SR			F	36x18x76	
		Sliding						
	Controlle	Glass door						
72	d Room	Steel Cab	CAB			F	36x18x84	
	Chemical	55 gallon						
73	Storage	waste drum	55WD					
74		_						

# APPENDIX A-5.2, ORIGIN 2 AIR DISTRICT HAZARDOUS MATERIALS CHEMICAL INVENTORY

ID	Name June 2015	CASNo	Location	Quantity	Size_Descript ion
2	ACETIC ACID (GLACIAL)	64-19-7	CHEM. STOREROOM (ACETIC ACID)	0.5	L 0.5 L Bottles
5	HYDROCHLORIC ACID	7647-01-0	CHEM. STOREROOM (HCI)	10	L 0.5/2.5 L BOTTLES
11	NITRIC ACID	7697-37-2	CHEM. STOREROOM (HNO3)	7	L 2.5/0.5 L BOTTLES
13	PHOSPHORIC ACID	7664-38-2	CHEM. STOREROOM (H3PO4)	2.5	L 4.0 L BOTTLES
15	SODIUM HYDROXIDE (SOLID)	1310-73-2	CHEM. STOREROOM (SODIUM-4)	1.1	kg 0.5 kg BOTTLE
17	SULFURIC ACID	7664-93-9	CHEM. STOREROOM (H2SO4)	2.4	L 2.5/0.5 L BOTTLES
34	ISOPENTANE (2-Me-Butane)	78-78-4	REFRIGERATOR	100	mL 0.1 L BTL
35	2,2-DIMETHYLBUTANE	75-83-2	REFRIGERATOR	250	mL 500 mL BOTTLE
36	2,3-DIMETHYLBUTANE	79-29-8	REFRIGERATOR	100	mL 0.6 L BOTTLE
37	PENTANE	109-66-0	REFRIGERATOR	10	mL 100 mL BOTTLE
38	2-METHYLPENTANE	107-83-5	CHEM.STOREROOM (N-C5-H.C.)	55	mL 0.1 L BTLS
39	3-METHYLPENTANE	96-14-0	CHEM.STOREROOM (N-C5-H.C.)	120	mL 160 mL BOTTLE
40	2,2,4-TRIMETHYLPENTANE	540-84-1	CHEM.STOREROOM (N-C5-H.C.)	1.3	L 0.5 L BOTTLES
41	N-HEXANE	110-54-3	CHEM. STOREROOM (NC6-NC13 H.C.)	600	mL 0.5 L BTLS
42	HEPTANE	142-82-5	CHEM. STOREROOM (NC6-NC13 H.C.)	0.6	L 0.1/1 L BTLS
43	OCTANE	111-65-9	CHEM. STOREROOM (NC6-NC13 H.C.)	500	mL 0.5 L BOTTLES
44	NONANE	111-84-2	CHEM. STOREROOM (NC6-NC13 H.C.)	100	mL 100 mL BTLS
45	DECANE	111-84-2	CHEM. STOREROOM (NC6-NC13 H.C.)	200	mL 120 mL BTLS
46	UNDECANE	1120-21-4	CHEM. STOREROOM (NC6-NC13 H.C.)	70	mL 0.12/0.3 L BTLS
47	DODECANE	112-40-3	CHEM. STOREROOM (NC6-NC13 H.C.)	200	mL 120 mL BTLS
48	TRIDECANE	629-50-5	CHEM. STOREROOM (NC6-NC13 H.C.)	40	mL 30/120 mL BTLS
49	TETRADECANE	629-59-4	CHEM. STOREROOM (NC14-NC35 H.C.)	150	mL 100 mL BOTTLE
50	PENTADECANE	629-62-9	CHEM. STOREROOM (NC14-NC35 H.C.)	20	mL 30/120 mL BTLS
51	HEXADECANE	544-76-3	CHEM. STOREROOM (NC14-NC35 H.C.)	80	mL 0.1L BOTTLE
67	CYCLOPENTANE	287-92-3	REFRIGERATOR	5	mL 5.0 mL BOTTLE

72	METHYLCYCLOHEXANE	108-87-2	REFRIGERATOR	100	mL 0.7/0.1 L BTLS
81	METHYLENE CHLORIDE(DICHLORO METHANE)	75-09-2	CHEM. STOREROOM (CI-H.C.)	1.00	L 1 L BTL
82	1-PENTENE (AMYLENE)	109-67-1	REFRIGERATOR	45	mL 130 mL BTLS
83	ISOPRENE(3-METHYL-1,3- BUTADIENE)	78-79-5	REFRIGERATOR	100	mL 120 mL BOTTLE
85	TETRACHLORÓETHYLENE (PERC., PERCHLOROETYLENE)	127-18-4	CHEM.STOREROOM (CI-H.C.)	0.2	L 0.5 L BTLS
87	1,1,1 TRICHLOROETHANE (1,1,1 TCA)	71-55-6	CHEM.STOREROOM (CI-H.C.)	0.40	L 0.5/0.1 L BTLS
106	BENZENE	71-43-2	CHEM. STOREROOM (AROMATIC-H.C.)	1.5	L 0.5 L BTLS
107	BUTYLBENZENE	104-51-8	CHEM. STOREROOM (AROMATIC-H.C.)	125	mL 0.2/0.1 L BTL
108	CUMENE(ISOPROPYLBENZ ENE)	98-82-8	CHEM. STOREROOM (AROMATIC-H.C.)	200	mL 0.5 L BOTTLE
109	1,3 DI-ISO- PROPYLBENZENE	99-62-7	CHEM. STOREROOM (AROMATIC-H.C.)	100	mL 0.1 L BOTTLE
111	ETHYLBENZENE	100-41-4	CHEM. STOREROOM (AROMATIC-H.C.)	0.1	L 0.1 L BOTTLE
112	1,3,5-TRIMETHYLBENZENE (MESITYLENE)	108-67-8	CHEM. STOREROOM (AROMATIC-H.C.)	60	mL 0.1L BOTTLE
113	PROPYLBENZENE	103-65-1	CHEM. STOREROOM (AROMATIC-H.C.)	120	mL 0.1 L BOTTLE
114	SEC-BUTYLBENZENE (2- PHENYLBUTANE)	135-98-8	CHEM. STOREROOM (AROMATIC-H.C.)	20	mL 30 mL BOTTLE
115	TERT-BUTYLBENZENE (2- METHYL-2- PHENYLPROPANE)	98-06-6	REFRIGERATOR	2	mL 5 mL BOTTLE
116	TOLUENE	108-88-3	CHEM. STOREROOM (AROMATIC-H.C.)	2.2	L 1 L BTLS
117	1,2,4 -TRIETHYLBENZENE	887-44-1	CHEM. STOREROOM (AROMATIC-H.C.)	1.0	mL 10 ML BOTTLE
119	1,2,4-TRIMETHYLBENZENE	95-63-6	CHEM. STOREROOM (AROMATIC-H.C.)	0.1	L 0.1L BTL
120	O-XYLENE (2- METHYLTOLUENE)	95-47-6	CHEM. STOREROOM (AROMATIC-H.C.)	100	mL 0.1L BOTTLE
121	P-CYMENE (ISOPROPYL TOLUENE)	98-87-6	CHEM. STOREROOM (AROMATIC-H.C.)	0	mL 1L BOTTLE
122	M-XYLENE	108-38-3	CHEM. STOREROOM (AROMATIC-H.C.)	200	mL 1/.01 L BTL
123	P-XYLENE	106-42-3	CHEM. STOREROOM (AROMATIC-H.C.)	70	mL 0.1L BOTTLE
124	3-ETHYLTOLUENE	620-14-4	REFRIGERATOR	7	mL10 mL BTL
125	2-ETHYLTOLUENE	611-14-3	REFRIGERATOR	5	mL 5mL BOTTLE
126	4-ETHYLTOLUENE	622-96-8	REFRIGERATOR	2	mL 5 mL BOTTLE
127	STYRENE(VINYL BENZENE)	100-42-5	REFRIGERATOR	100	mL 0.1L BOTTLE
128	1-HEPTENE	592-76-7	REFRIGERATOR	50	mL 0.1L BOTTLE
129	1-HEXENE	592-41-6	REFRIGERATOR	45	mL 50 mL BTL

130	CYCLOHEXANE	110-82-7	REFRIGERATOR	100	mL 0.2 L BOTTLE
147	1-DECENE	872-05-09	CHEM. STOREROOM (OLEFINS)	100	mL 0.1L BTL
149	ACETALDEHYDE	75-07-0	REFRIGERATOR	5	mL 5 mL VIAL
154	ISO-VALERALDEHYDE	590-86-3	REFRIGERATOR	25	mL 25mL BOTTLE
159	BUTYRALDEHYDE	123-72-8	REFRIGERATOR	45	mL 70 mL BOTTLE
168	CHROMOTROPIC ACID	5858-22-1	CHEM. STOREROOM (ORGANIC ACIDS)	12	g 25g BOTTLE
179	METHANOL 99.9 % HPLC grade	67-56-1	YELLOW CABINET	16	L 2 LT BOTTLE
180	ETHANOL (190 PROOF)	64-17-5	CHEM. STOREROOM (ALCOHOLS)	2.4	4 L BOTTLE
181	N-PROPANOL	71-23-8	CHEM. STOREROOM (ALCOHOLS)	2.2	L 0.1/0.5/4 L BTLS
182	2-PROPANOL (ISO PROPANOL)	67-63-0	CHEM. STOREROOM (ALCOHOLS)	3.50	L 0.1/1/4 L BTLS
183	BUTANOL	71-36-3	CHEM. STOREROOM (ALCOHOLS)	160	mL 0.1/0.1 L BTLS
184	ISO-BUTANOL (2-METHYL- 1-PROPANOL)	78-83-1	CHEM. STOREROOM (ALCOHOLS)	100	mL 0.1L BOTTLE
185	Sec-BUTANOL(2-BUTANOL)	15892 23-6	CHEM. STOREROOM (ALCOHOLS)	100	mL 100 mL BTLS
186	TERT-BUTANOL	75-65-0	CHEM. STOREROOM (ALCOHOLS)	1.00	L 1L BTLS
187	AMYL ALCOHOL(1- PENTANOL)	71-41-0	CHEM. STOREROOM (ALCOHOLS)	160	mL 0.1L BOTTLE
188	I-AMYL ALCOHOL (3- METHYL-1-BUTANOL)	123-51-3	CHEM. STOREROOM(MISC. SOLVENTS)	100	mL 100 mL BTLS
190	CYCLOHEXANOL	108-93-0	CHEM. STOREROOM (ALCOHOLS)	500	mL 0.5L BOTTLE
191	HEXANAL	66-25-1	CHEM. STOREROOM (ALDEHYDE)	100	mL 100 mL BOTTLE
192	3-METHYLCYCLOHEXANOL	591-23-1	CHEM. STOREROOM (ALCOHOLS)	100	mL 100 mL BTLS
193	HEPTALDEHYDE	111-71-7	CHEM. STOREROOM (ALCOHOLS)	100	mL 100 mL BTL
194	DIACETONE ALCOHOL (4- HYDROXY-4-METHYL-2- PENTANONE)	123-42-2	CHEM. STOREROOM (KETONE)	525	mL 25/500 mL BOTTL
197	ACETONE (TECHNICAL)	67-64-0	CHEM. STOREROOM (KETONE)	1.70	L 1 galn. BTLS
198	ACETONE (REAGENT/ANALYTICL GRADE)	67-64-1	CHEM. STOREROOM (KETONE)	1.5	L 1/ L BTLS
199	ACETOPHENONE (PHENYL METHYL KETONE,ACETYL BENZENE)	98-86-2	CHEM. STOREROOM (KETONE)	450	mL 0.5L BOTTLE
200	2,3- BUTANEDIONE(DIACETYL,DIKETO BUTANE,DMG,DIMETHYL	431-03-8	CHEM. STOREROOM (KETONE)	100	mL 0.1 L BOTTLE
201	CYCLOHEXANONE	108-94-1	CHEM. STOREROOM (KETONE)	0	L 1L BOTTLE
202	MESITYL OXIDE	147-79-7	CHEM. STOREROOM (ACETATE)	100	mL 0.2 L BOTTLE
203	DI-ISOBUTYL KETONE (DIBK , 2,6- DIMETHYL-4-HEPTANONE)	108-83-8	CHEM. STOREROOM (KETONE)	100	mL 0.2 L BOTTLE

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204	2-HEPTANONE (METHYL N- AMYL KETONE)-MAK	110-43-0	CHEM. STOREROOM (KETONE)	100	mL 100 mL BOTTLE
205	DIBUTYL PHTHALATE	84-74-2	CHEM.STROOM(Halo-Aromatics)	5	mL 5mL BOTTLE
206	ISOPHORONE (3,3,5-TRIMETHYL- 2-CYCLOHEXENE-1-ONE)	78-59-1	CHEM. STOREROOM (KETONE)	100	mL 100 mL BTLS
207	3-METHYL-2-BUTANONE (MIPK ,METHYL ISOPROPYL KETONE))	563-80-4	CHEM. STOREROOM (KETONE)	250	mL 0.35L BTLS
208	2- METHYLCYCLOHEXANONE	583-60-8	CHEM. STOREROOM (KETONE)	25	mL 25mL BOTTLE
209	3- METHYLCYCLOHEXANONE	591-24-2	CHEM. STOREROOM (KETONE)	180	mL 0.1 L BTLS
210	4- METHYLCYCLOHEXANONE	589-92-4	CHEM. STOREROOM (KETONE)	25	mL 50 mL BOTTLE
211	METHYL ETHYL KETONE (MEK, 2-BUTANONE)	78-93-3	CHEM. STOREROOM (KETONE)	8	L 0.5/0.5/1/3.785 L BTLS
212	METHYL ISO-BUTYL KETONE (MIBK,HEXONE,4-METHYL-2- PENTANONE)	108-10-1	CHEM. STOREROOM (KETONE)	300	mL 0.5L BOTTLE
213	2-OCTANONE (METYL HEXYL KETONE)	111-13-7	CHEM. STOREROOM (KETONE)	0	mL 0.3/0.5 L BTLS
214	2,4-PENTANEDIONE (ACETYLACETONE , DIACETYLMETHANE)	123-54-6	CHEM. STOREROOM (KETONE)	100	mL 0.1L BOTTLE
215	2-PENTANONE (ETHYL ACETONE,MPK)	107-87-9	CHEM. STOREROOM (KETONE)	100	mL 0.1L BOTTLE
216	3-PENTANONE (DIETHYL KETONE)	96-22-0	CHEM. STOREROOM (KETONE)	100	mL 100 mL BTL
217	2-PENTENE	109-68-2	REFRIGERATOR	20	mL 35mL BOTTLE
220	ETHYLENE GLYCOL (ETHYLENE ALCOHOL, GLYCOL)	107-21-1	CHEM. STOREROOM (GLYCOL)	0	mL 0.1/0.4 L BTLS
221	DIETHYLENE GLYCOL (DIHYDROXYDIETHYL ETHER, DEG)	111-46-6	CHEM. STOREROOM (GLYCOL)	25	mL 50mL BOTTLE
222	1,2-PROPYLENE GLYCOL	57-55-6	CHEM. STOREROOM (GLYCOL)	25	mL 25 mL BOTTLE
223	ETHYLENE GLYCOL DIMETHYL ETHER(GDME,1,2- DIMETHOXYETHANE)	110-71-4	CHEM. STOREROOM (GLYCOL)	0	mL 0.4L BOTTLE
224	DIETHYLENE GLYCOL MONOETHYL ETHER(CARBITOL SOLVENT)	111-90-0	CHEM. STOREROOM (CELLOSOLVE)	100	mL 0.1L BOTTLE
225	DIETHYLENE GLYCOL MONO BUTYL ETHER(BUTYL CARBITOL)	112-34-5	CHEM. STOREROOM (CELLOSOLVE)	150	mL 0.1L BOTTLES
226	ETHYLENE GLYCOL n- HEXYL ETHER(Hexyl cellosolve)	112-25-4	CHEM.STRRM(Phenols-Esters- Ethers)	100	mL 0.1L BOTTLE
227	TERT-AMYL METHYL ETHER	99405-8	REFRIGERATOR	90	mL 0.1L BOTTLE
228	TERT-BUTYL METHYL ETHER (MTBE)	1634-04-4	REFRIGERATOR	125	mL 0.1 L BTLS
229	2- METHOXYETHANOL(METH YL CELLOSOLVE)	109-86-4	CHEM. STOREROOM (CELLOSOLVE)	40	mL 0.1L BOTTLE
230	2-ETHOXYETHANOL(ETHYL CELLOSOLVE)	110-80-5	CHEM. STOREROOM (CELLOSOLVE)	0.53	L 0.1/0.5 L BTLS
231	2-BUTOXYETHANOL(BUTYL CELLOSOLVE)	111-76-2	CHEM. STOREROOM (CELLOSOLVE)	850	L 1 L BTLS
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232	2-METHOXYETHYL ACETATE (METHYL CELLOSOLVE ACETATE)	110-49-6	CHEM. STOREROOM (ACETATE)	0	mL 0.5L BTLS
233	2-ETHOXYETHYL ACETATE(ETHYL CELLOSOLVE ACETATE)	111-15-9	CHEM. STOREROOM (ACETATE)	0.9	L 1 L BOTTLE
234	2-BUTOXYETHYL ACETATE (BUTYL CELLOSOLVE ACETATE)	112-07-2	CHEM. STOREROOM (ACETATE)	800	mL 1L BOTTLE
236	METHYLAL (DIMETHOXY METHANE)	109-87-5	CHEM.STRRM(Phenols-Esters- Ethers)	0	mL 0.5 L BOTTLE
237	METHYL ACETATE	79-20-9	CHEM. STOREROOM (ACETATE)	75	mL 0.1L BOTTLE
238	ETHYL ACETATE	141-78-6	CHEM. STOREROOM (ACETATE)	100	mL 0.1L BOTTLE
239	BUTYL ACETATE	123-86-4	CHEM. STOREROOM (ACETATE)	25	mL 25 mL BTLS
240	ISOBUTYL ACETATE	110-19-0	CHEM. STOREROOM (ACETATE)	1	L 1 L BOTTLE
241	PROPYL ACETATE	109-60-4	CHEM. STOREROOM (ACETATE)	70	mL 0.1L BOTTLE
242	ISO-PROPYL ACETATE	108-21-4	CHEM. STOREROOM (ACETATE)	100	mL 100 mL BOTTLE
243	AMYL ACETATE (PENTYL ACETATE)	628-63-7	CHEM. STOREROOM (ACETATE)	250	mL 0.3L BOTTLE
244	ISOAMYL ACETATE	123-92-2	CHEM. STOREROOM (ACETATE)	100	mL 100 mL BOTTLE
245	VINYL ACETATE	108-05-4	CHEM. STOREROOM (ACETATE)	0	L 1 L BOTTLE
246	PROPYLENE GLYCOL MONOMETHYL ETHER ACETATE(PM ACETATE)	108-65-6	CHEM. STOREROOM (ACETATE)	1	L 1.0 L BTL
254	DI-METHYL -GLUTARATE	214-277-2	CHEM. STOREROOM (ACRYLATES)	100	mL 100 mL BOTTLE
265	ACETONITILE (METHYL CYANIDE)	75-05-08	CHEM. STORERM(N2-Disulfide)	9	L 2/ 0.5 L BOTTLE
267	DIMETHYLFORMAMIDE (DMF)	68-12-2	CHEM. STOREROOM (DMSO- CS2-DMF)	4.5	L 1 L BTLS
272	CARBON DISULFIDE	75-15-0	CHEM. STOREROOM (DMSO- CS2-DMF)	1	L 0.5 L BTLS
273	DIMETHYLSULFOXIDE (DMSO)	67-68-5	CHEM. STOREROOM (DMSO- CS2-DMF)	3	L 1L BTLS
275	PHENOL (CARBONIC ACID)	108-95-2	CHEM.STRRM(Phenols-Esters- Ethers)	25	g 25 g BTLS
276	M-CRESOL	108-39-4	CHEM.STRRM(Phenols-Esters- Ethers)	100	mL 0.1 L BTL
277	O-CRESOL	95-48-7	CHEM.STRRM(Phenols-Esters- Ethers)	100	ml 0.1L BTL
278	P-CRESOL	106-44-5	CHEM.STRRM(Phenols-Esters- Ethers)	100	ml 0.1L BTL
279	O-CHLOROPHENOL	95-57-8	CHEM.STRRM(Phenols-Esters- Ethers)	5	mL 5 mL BTLS
280	M-CHLOROPHENOL	108-43-0	CHEM.STRRM(Phenols-Esters- Ethers)	25	mL 25mL BOTTLE
281	P-CHLOROPHENOL	106-48-9	CHEM.STRRM(Phenols-Esters- Ethers)	100	g 100 g BOTTLE
282	3,4-DIMETHYL PHENOL (3,4-XYLENOL)	95-65-8	CHEM.STRRM(Phenols-Esters- Ethers)	100	g 100 g BOTTLE
283	2,4-DIMETYL PHENOL (2,4- XYLENOL)	105-67-9	CHEM.STRRM(Phenols-Esters- Ethers)	0	mL 25mL BOTTLE
284	2,6-DIMETHYL PHENOL (2,6-XYLENOL)	576-26-1	CHEM.STRRM(Phenols-Esters- Ethers)	0	mL 0.1L BOTTLE

286	TETRAHYDROFURAN (THF)	109-99-9	CHEM.STRRM(Phenols-Esters- Ethers)	500	mL 500 mL BTLS
291	HYDROGEN PEROXIDE 30 %	7772-84-1	REFRIGERATOR	0.35	L 0.1 L BTLS
299	ACETALDEHYDE SODIUM BISULFITE		CHEM, STOREROOM (ALUMINUM)	100	g 0.3kg BOTTLE
306	1-AMINO-2-NAPTHOL-4- SULFONIC ACID	116-63-2	CHEM, STOREROOM (ALUMINUM)	0	g 25g BOTTLE
338	HANGNAR GRANUELS		CHEM. STOREROOM (BROMINE)	900	g 0.5kg BTLS
342	BRILLIANT GREEN	633-03-4	CHEM. STOREROOM (BROMINE)	10	g 10 g BTL
347	PROPIONALDEHYDE	123-38-6	REFRIGERATOR	20	mL 50 mL BTL
353	CALCIUM CARBONATE	471-34-1	CHEM. STOREROOM (CALCIUM)	250	g 0.5 kg BTL
356	CALCIUM SULFATE,1/2 HYDRATE	7778-18-9	CHEM. STOREROOM (CALCIUM)	400	g 0.5 kg BTL
357	CALCIUM SULFATE ANHYD. (DRIERITE)	7778-18-9	CHEM. STOREROOM (SODALIME)	2.2	kg 0.5 kg BTL
362	CALCIUM SULFATE, DIHYDRATE	10101-41- 4	CHEM. STOREROOM (CALCIUM)	350	g 0.5kg BTL
363	CHLOROPLATINIC ACID	16941-12- 1	CHEM. STOREROOM (CALCIUM)	9	g 3.5 g BTLS
364	CHARCOAL ACTIVATED (VARIOUS)	64365-11- 3	CHEM. STOREROOM (CALCIUM)	2	kg 0.5 kg BTLS
368	CITRIC ACID (2-HYDROXY-1,2,3- PROPANETRICARBOXYLIC ACID)	77-92-9	CHEM.STRM(Ceric-Chromium)	4.1	kg 4.5 kg BTL
379	CUPRIC SULFATE	7758-99-8	CHEM. STOREROOM (COPPER)	0.35	kg 0.5 kg BTLS
386	DIETHYLDITHIOCARBAMIC ACID SILVER SALT	1470-61-7	REFRIGERATOR	25	g 25 g BTL
391	ERIOCHROME BLACK-T	1787-61-7	CHEM. STOREROOM (DIMETHYL-)	20	g 25 g BTLS
394	1,4DIOXANE	123-91-1	CHEM. STOREROOM (PHENOLS- ESTERS-ETHERS)	100	mL 100 mL BTL
403	HYDRAZINE SULFATE	10034-93- 2	CHEM. STOREROOM (HYDROXYL-)	150	g 0.1kg BTLS
404	HYDROXYLAMINE HYDROCHLORIDE	11/1/5470	CHEM. STOREROOM (HYDROXYL-)	500	g 500 g BTL
416	FORMALDEHYDE SODIUM BISULFITE	870-72-4	CHEM. STOREROOM (ALDEHYDE)	0	g 0.1 kg BTL
441	METHYL ORANGE	547-58-0	CHEM. STOREROOM (METHYL-)	0	g 10/50g BTLS
446	VINYLIDENE	75-35-4	CHEM. STOREROOM (METHYL-)	50	mL 100 mL BTL
447	NAPTHALENE	91-20-3	CHEM. STOREROOM (METHYL-)	25	g 25 g BTLS
448	RESORCINOL	108-46-3	CHEM.STRRM(Phenols-Esters- Ethers)	100	g 100 g BTL
451	FLUROTRICHLOROMETHA NE	75-69-4	FREEZER	800	mL 800 mL BTL
452	TRANS 1,2 DICHLOROEHTYLENE	156-59-2	FREEZER	300	mL 300 mL BTL
454	CYCLOPENTANE	291-64-5	REFRIGERATOR	5	mL 10 mL BTL
455	LIMONENE		REFRIGERATOR	10	mL 10 mL BTL
458	1,3- DIMETHYLNAPTHALENE	10450-60- 9	REFRIGERATOR	10	mL 20 mL BTL

459	ISOBUTYRALDEHYDE	78-84-2	REFRIGERATOR	100	mL 100 mL BTL
460	PHENOLPHTHALEIN	77-09-8	CHEM.STRROOM(Phenanthroline)	110	g 0.12kg BTL
461	HYDROXYLAMINE SULFATE	10039-54- 0	CHEM.STRROOM(Phenanthroline)	50	g 100 g BTL
470	1,10 PHENANTHROLINE	66-71-7	CHEM. STOREROOM (POTASSIUM-1)	10	g 50 g BTL
471	POTASSIUM CHLORIDE	7747-40-7	CHEM. STOREROOM (POTASSIUM-1)	0.2	kg 0.5 kg BTL
476	POTASSIUM HYDROXIDE	1310-58-3	CHEM. STOREROOM (POTASSIUM-2)	0.4	kg 0.5 kg BTL
478	POTASSIUM BIPHTHALATE	877-24-7	CHEM. STOREROOM (POTASSIUM-2)	450	g 0.5kg BTL
479	POTASSIUM METABISULFITE	16731-55- 8	CHEM. STOREROOM (POTASSIUM-3)	0	kg 2.3kg BTL
488	POTASSIUM DICHROMATE	7778-50-9	OXIDIZER CABINET(UNDER-ISE)	500	g 500 g BTL
491	POTASSIUM IODATE	5/6/7758	OXIDIZER CABINET(UNDER-ISE)	300	g 100 g BTLS
492	POTASSIUM PERMANGANATE	7722-64-7	OXIDIZER CABINET(UNDER-ISE)	4.300	kg 2.3kg BTL
503	SODIUM BICARBONATE	144-55-8	CHEM. STOREROOM (SODIUM-1)	2.5	kg 0.5/2.3kg BTLS
505	SODIUM BISULFATE	7681-38-1	CHEM. STOREROOM (SODIUM-2)	0	g 0.5kg BTL
506	SODIUM BISULFITE	7631-90-5	CHEM. STOREROOM (SODIUM-2)	0.400	kg 0.5 kg BTL
509	SODIUM CARBONATE ANHYDROUS	497-19-8	CHEM. STOREROOM (SODIUM-2)	0.300	kg 0.5/2.3kg BTL
513	SODIUM FORMALDEHYDE BISULFITE	870-72-4	CHEM. STOREROOM (SODIUM-3)	0.900	kg 1kg BTL
517	SODIUM METABISULFITE	7681-57-4	CHEM. STOREROOM (SODIUM-3)	0	g 0.5kg BTLS
530	SODIUM SULFITE	7757-83-7	CHEM. STOREROOM (SODIUM-4)	0.4	Kg 0.5kg BTLS
535	STANNOUS CHLORIDE DIHYDRATE	10025-69- 1	CHEM.STOREROOM(Sn-S)	700	gm 0.5kg BTLS
540	SODIUMDICHROMATE	10588-01- 9	OXIDIZER CABINET (UNDER ISE-OLD LAB AREA)	400	g 0.5kg BTLS
549	PHOSPHOROUS PENTOXIDE	1314-56-3		800	g 500 g BTL
550	THORIUM NITRATE	13823-29- 5	CHEM. STOREROOM (TIN)	100	g 0.1kg BTL
553	p-TOLUENESULFONIC ACID MONOHYDRATE	6192-52-5	CHEM. STOREROOM (TIN)	90	g 0.1kg BTL
560	SILICA GEL (INDICATING)	1343-98-2	CHEM. STOREROOM (SILICA GEL)	4.5	kg 2.3kg BTL
561	SILICA GEL (REFRIG. GRADE)	1343-98-2	CHEM. STOREROOM (SILICA GEL)	3.200	kg 0.7kg BTLS
562	SILICA GEL (ACTIVATED GR)	1343-98-2	CHEM. STOREROOM (SILICA GEL)	2.700	kg 0.3/2.3kg BTLS
564	PERCHLOROETHYLENE	MIXTURE #ALQ8	NEW LAB AREA	1.310	CU-FT-CYL
565	CO,CH4, CO2- Matheson	57 L Cyl	OLD LAB AREA	2	CU-FT57L- CYL
566	CO, CH4, CO2-Matheson	57 L Cyl	OLD LAB AREA	2	CU-FT57L- CYL
567	CO,CH4, CO2-Matheson	57 L Cyl	OLD LAB AREA	2	CU-FT57L- CYL

568	CO,CH4,CO2- SCOTTY	37 L Cyl	OLD LAB AREA	1.31	CU-FT37L- CYL
571	CO2- MIX # 877-SCOTTY	MIX # 877- SCOTTY	NEW LAB AREA	0.28	CU-FT4L-CAN
573	CH4-SCOTTY	221 L Cyl	NEW LAB AREA	7.800	CU- FT221LCYL
574	C4,C5, See Binder for all compounds-SCOTTY-2	MIX #2	NEW LAB AREA	0.14	CU-FT4L-CAN
577	BUTENES,PENTENE, HEXENE-SCOTTY-4	MIX #4	NEW LAB AREA	0.1	CU-FT4L-CAN
578	2-Me-1-BUTENE,SEE BINDER FOR ALL-SCOTTY- 5	MIX #5	NEW LAB AREA	0.1	CU-FT4L-CAN
579	2-Me-2-BUTENE, SEE BINDER FOR ALL-SCOTTY- 6	MIX #6	NEW LAB AREA	0.1	CU-FT4L-CAN
580	CYCLOPENTENE, SEE BINDER FOR ALL-SCOTTY- 8	MIXTURE	NEW LAB AREA	0.28	CU-FT4L- CANS
581	CYCLOHEXANE, SEE BINDER FOR ALL-SCOTTY- 7	MIX #7	NEW LAB AREA	0.42	CU-FT-4L- CANS
582	ACETYLENE, 1-BUTENE, ETHYLENE, n-HEXANE, PROPANE- SCOTTY-9	MIX #9	NEW LAB AREA	0.14	CU-FT4L-CAN
583	CO2, CO, O2-SCOTTY-10	MIX #10	NEW LAB AREA	0.28	CU-FT4L- CANS
591	n-BUTANE-SCOTTY-23	MIX #23	NEW LAB AREA	7.8	CU- FT4/221CYL
592	i-BUTANE-SCOTTY-24	MIX #24	NEW LAB AREA	0.14	CU-FT4L-CAN
593	i-BUTANE-SCOTTY-26	MIX #26	NEW LAB AREA	0.14	CU-FT4L-CAN
597	ACETYLENE, 1-BUTENE, 2- BUTYNE, PROPYNE-SCOTTY-30	MIX #30	NEW LAB AREA	0.14	CU-FT4L-CAN
599	CH4,C2H6,C3H8,I-C4,N-C4- SCOTTY-32	MIX #32	NEW LAB AREA	0.49	CU-FT4L-CAN
600	CO2, O2-SCOTTY-33	MIX #33	NEW LAB AREA	0.28	CU-FT4L- CANS
603	METHANE-SCOTTY-36	MIX #36	NEW LAB AREA	0.50	CU-FT4/14L- CYL
605	CH4, C3H8-SRM-1660 a	650 L Cyl	NEW LAB AREA	20.00	CU-FT-CYL
607	CO2-SCOTTY-41	MIX #41	NEW LAB AREA	0.60	CU-FT4/14L- CYL
608	CO-SCOTTY-47	MIX #47	NEW LAB AREA	0.28	CU-FT4L- CANS
620	METHANE-SCOTTY-212	MIX #212	NEW LAB AREA	8.1	CU-FT4/221L- CANS
623	C2H4, C3H6, 1-BUTENE, 1-PENTENE, 1-HEXENE-SCOTTY-222	MIX #222	NEW LAB AREA	0.2	CU-FT4L- CANS
624	METHANE TO C6 PARAFFINS-SCOTTY-224	MIX #224	NEW LAB AREA	0.2	CU-FT4L- CANS
625	CO, CO2, H2, CH4, O2- SCOTTY-234	MIX #234	NEW LAB AREA	0.49	CU-FT14L- CYL
630	METHANE TO C7-SCOTTY- 243	MIX #243	NEW LAB AREA	0.60	CU-FT4/14L- CYL
631	ACETYLENE-SCOTTY-246	MIX #246	NEW LAB AREA	0.14	CU-FT4L-CAN

637	NITROGEN-SCOTTY-278	MIX #278	NEW LAB AREA	0.60	CU-FT4/14- CYL
640	ETHANE-SCOTTY-358	MIX #358	NEW LAB AREA	0.28	CU-FT4L- CANS
641	O2-SCOTTY-485	MIX #485	NEW LAB AREA	0.14	CU-FT4L-CAN
645	VCM-SCOTTY-71	MIX #71	NEW LAB AREA	7.80	CU-FT-TANK
646	METHANE-SCOTTY	MIX #868	NEW LAB AREA	7.80	CU-FT-TANK
647	METHANE-SCOTTY-221 L	SCOTTY- 221L	NEW LAB AREA	7.80	CU-FT-TANK
648	CO,CO2,CH4, O2-SCOTTY- 237	MIX #237	NEW LAB AREA	0.49	CU-FT-CYL
649	O2-SCOTTY-886	MIX #886	NEW LAB AREA	1.31	CU-FT-CYL
650	BENZENE, TOLUENE, ET- BENZENE, m-p/o-XYLENE- SCOTTY	MIX # 10 PPM	NEW LAB AREA	1.31	CU-FT37L- CYL
652	MTBE-SCOTTY	MIX #MTBE	NEW LAB AREA	1.31	CU-FT37L- CYL
658	CH4,TO n-C7H16-Air-Liq	MIX #ALQ3	OLD LAB AREA	1.31	CU-FT37L- CYL
659	METHANE-(AIR-LIQ)	MIX #ALQ4	OLD LAB AREA	1.31	CU-FT37L- CYL
660	O2, CH4, CO, CO2-Air-Liq	MIX #ALQ5	OLD LAB AREA	1.31	CU-FT37L- CYL
661	O2, N2, CH4, CO2-Air Products	MIX #APR1	OLD LAB AREA	90	CU-FT-CYL
687	4-METHYLSTYRENE	622-97-9	CHEM. STOREROOM (AROMATIC-H.C.)	100	mL 0.1L BOTTLE
688	CH4- SCOTTY # 258	SCOTTY # 258	OLD LAB AREA	3.80	CU-FT-221 L- CYL
689	BENZENE, MeCl2 IN PPB		TOXIC LAB AREA	70.60	CU-FT-CYL
698	METHANE thru. C9 for NMOC SPECIATION-Matheson-		OLD LAB AREA	1.31	CU-FT37L- CYL
702	SO2-Air-Liq-/SCOTTY-74		OLD LAB AREA	5.15	CU- FT58/74LCYL S
703	SO2-Air-Liq		OLD LAB AREA	2.05	CU-FT58L- CYL
704	SF6-SCOTTY-116		OLD LAB AREA	0.49	CU-FT14L- CYL
707	H2S-Air Products		OLD LAB AREA	23	CU-FT650L- CYL
711	H2S-NIST-2370		OLD LAB AREA	23	CU-FT650L- CYL
712	H2S-NIST 2730		OLD LAB AREA	23	CU-FT650L- CYL
719	OXALIC ACID	144-62-7	OXIDIZER CABINET (UNDER ISE-OLD LAB AREA)	1	Kg 1 kG BTL
724	VCM/ BUTADIENE-NIST	_	NEW LAB AREA	80	CU-FT-CYL
726	NIST-1800 NMOC		NEW LAB AREA	75	CU-FT-CYL
727	NIST-20652 (TOXIC- CALIBRATION)		NEW LAB AREA	85	CU-FT-CYL
728	NITROGEN-(CARRIER GAS)	7727-37-9	OLD LAB AREA	450	CU-FT-CYLS

732	HYDROCARBON STD-(FOR GASOLINE SPECIATION)-Air Liq		OLD LAB AREA	8	CU-FT-CYL
733	HELIUM (CARRIER GAS)		OLD LAB AREA	350	CU-FT-CYL
734	HYDROGRN/HELIUM MIXTURE (FOR THC)		OLD LAB AREA	150	CU-FT-CYL
735	HYDROGEN (FOR FID)		OLD LAB AREA	120	CU-FT-CYL
736	HEXANE (FOR NMOC STD)- SCOTT-SPECIALITY		NEW LAB AREA	15	CU-FT-CYL
741	H2, O2, N2, CO, CH4, CO2 ALL ~ 5%-SCOTTY-14		NEW LAB AREA	0.49	CUFT-CYL
742	SODIUM CHLORIDE	7647-14-5	CHEM. STOREROOM (SODIUM-2)	450	g 0.5kg BOTTLE
743	HEXAMETHYLDISILOXANE	107-46-0	REFRIGERATOR	25	mL 25 mL BOTTLE
744	DI(PROPYLENE GLYCOL) METHYL ETHER	34590-94- 8	CHEM. STOREROOM (CELLOSOLVE)	1000	mL 1L BOTTLE
745	DECAMETHYLTETRASILOX ANE	141-62-8	REFRIGERATOR	25	mL 0.025 L BTL
746	OCTAMETHYLTRISILOXAN E	107-51-7	REFRIGERATOR	105	mL 0.1 L BTL
747	DECAMETHYLCYCLOPENT ASILOXANE	541-02-6	REFRIGERATOR	50	mL 0.1L BTL
748	1-OCTENE	111-66-0	CHEM. STOREROOM (OLEFINS)	100	mL 0.1L BOTTLE
749	AMMONIUM HYDROXIDE	1336-21-6	UNDER THE HOOD	0	L 2LBOTTLES
750	NITROGEN (LIQUID)	7727-37-9	NEW LAB AREA	200	L Cylinder
751	OIL (VACUUM PUMP)		LAB.SUPPLY STORE ROOM.	3	L-PLASTIC CONT
752	METHYLSTYRENE(ALPHA)	98-83-9	REFRIGERATOR	100	mL 0.1L BOTTLE
753	ACROLEIN	102-02-8	TOXIC LAB AREA	28	Cu.Ft.
754	TRIETHYLAMINE	121-44-8	REFRIGERATOR	100	mL 0.1L BOTTLE
755	N,N, DIMETHYLETHANOLAMINE-2- Dimethylaminoethanol	108-01-0	REFRIGERATOR	100	mL0.1L BOTTLE
756	tert-AMYLMETHYLETHER	994-05-8	REFRIGERATOR	100	mL0.1L BOTTLE
757	tert-BUTYLETHYLETHER (ETBE)	637-92-3	REFRIGERATOR	50	mL0.1L BTLS
758	METHYLETHER	115-10-6	REFRIGERATOR	100	mL 0.1 L BTL
759	METHYLACRYLATE	96-33-3	REFRIGERATOR	500	mL0.5L BOTTOM
760	MONOETHANOLAMINE	141-43-5	REFRIGERATOR	500	mL0.5L BOTTLE
761	TERT-BUTYLETHYL ETHER (ETBE)	637-92-3	REFRIGERATOR	30	mL 30mL BOTTLE
762	PROPYLENE GLYCOL MONOMETHYL ETHER (PGME)	107-98-2	CHEM. STOREROOM (GLYCOL)	800	mL1L BOTTLE
763	TRIETHYLENE GLYCOL	112-27-6	CHEM. STOREROOM (GLYCOL)	900	mL1L BOTTLE
764	1,3-DIISOPROPYLBENZENE	99-62-7	CHEM. STOREROOM (AROMATIC-H.C.)	100	mL0.1L BOTTLE

766	INDAN (HYDRINDENE/2,3 DIHYDROINDENE)	496-11-7	REFRIGERATOR	5	mL5mL BOTTLE
767	1,2- DIMETHYLCYCLOHEXANE	583-57-3	REFRIGERATOR	5	mL 5mL BOTTLE
768	2,5-DIMETHYLHEXANE	592-13-2	REFRIGERATOR	5	mL5mL BOTTLE
769	1,2,3,5- TETRAMETHYBENZENE	527-53-7	REFRIGERATOR	5	mL5mL BOTTLE
770	ISOBUTYL ISOBUTYRATE	97-85-8	CHEM. STOREROOM (ACETATE)	200	mL 0.25 L BOTTLE
771	ISOBUTYL MERCAPTAN (2- Me-1-Propanethiol)		CHEM. STOREROOM (ACRYLATES)	150	mL0.15L BOTTLE
772	SODIUM BOROHYDRIDE	16940-66- 2	WITH AAS STANDARDS	25	g 25g BOTTLE
773	2,3,4 -TRIMETHYLPENTANE	565-75-3	REFRIGERATOR	5	mL5mL BOTTLE
774	3-METHYLNONANE	4/6/5911	REFRIGERATOR	5	mL5mL BOTTLE
775	3-METHYLOCTANE	2216-33-3	REFRIGERATOR	5	mL5mL BOTTLE
776	2,2,4-TRIMETHYLHEXANE	16747-26- 5	REFRIGERATOR	5	mL5mL BOTTLE
777	3-METHYLHEPTANE	589-81-1	REFRIGERATOR	5	mL5mL BOTTLE
778	3,4-DIMETHYLHEXANE	583-48-2	REFRIGERATOR	5	mL5mL BOTTLE
779	2,4-DIMETHYLHEXANE	589-43-5	REFRIGERATOR	5	mL5mL BOTTLE
780	2-METHYLHEXANE	591-76-4	REFRIGERATOR	5	mL5mL BOTTLE
781	3-METHYLHEXANE	589-34-4	REFRIGERATOR	5	mL5mL BOTTLE
782	HEXYLENE GLYCOL (2-Me-2,4-pentanediol)	107-41-5	CHEM. STOREROOM (GLYCOL)	50	mL50mL BTLS
783	IRON(III)OXIDE, HYDRATED	20344-49- 4	CHEM. STOREROOM (FERRIC)	25	g 25g BOTTLE
784	PCBTF( 4- CHLOROBENZOTRIFLUORI DE)	98-56-6	CHEM.STROOM(Halo-Aromatics)	70	mL0.2L BOTTLE
785	TRIMETHYLAMINE HYDROCHLORIDE	593-81-7	CHEM. STOREROOM (AMINE-1)	25	g 25G BOTTLE
786	DIMETHYL ETHANOLAMINE	108-01-0	REFRIGERATOR	100	mL0.1L BOTTLE
787	tert-BUTYLACETATE	540-88-5	CHEM. STOREROOM (ACETATE)	100	mL 0.1L BOTTLE
788	2- PROPOXYETHANOL(PROP YL CELLOSOLVE)	2807-30-9	CHEM. STOREROOM (CELLOSOLVE)	1	L 1L BOTTLE
789	1,3,5-TRIETHYLBENZENE	102-25-0	CHEM. STOREROOM (AROMATIC-H.C.)	30	mL5/60mL BOTTLE
790	SODIUM POLYPHOSPHATE	68915-31- 1	CHEM. STOREROOM (POTASSIUM-4)	1	kg 1 kg BOTTLE
791	ETHANOL-ABSOLUTE	64-17-5	CHEM. STOREROOM (ALCOHOLS)	4	L 3.8/0.5 L BOTTLE
792	ASCORBIC ACID	50-81-7	CHEM. STOREROOM (ORGANIC ACIDS)	450	g 0.5kg BOTTLE

793	SODIUM HEXAMETAPHOSPHATE	68915-31- 1	CHEM. STOREROOM (SODIUM-4)	1	kg 1kg BTLS
794	EDTA-Na2	139-33-3	CHEM. STOREROOM (SODIUM-1)	270	g 0.3 kg BOTTLE
795	DI-(PROPYLENE GLYCOL) BUTYL ETHER	35884-42- 5	CHEM. STOREROOM (GLYCOL)	1	L 1L BOTTLE
796	ACROLEIN (2-PROPENAL, ACRYALDEHYDE)	107-02-8	REFRIGERATOR	50	mL 50 mL BTL
798	DI (ETHYLENE GLYCOL) METHYL ETHER	111-77-3	CHEM. STOREROOM (GLYCOL)	25	mL 25mL BOTTLE
800	DIMETHYLAMINE HYDROCHLORIDE	506-59-2	CHEM. STOREROOM (AMINE-1)	100	g 0.1kg BOTTLE
801	2,5-DIMETHYL HEXANE	592-13-2	REFRIGERATOR	5	mL5 mL BOTTLE
802	1,2,3-TRIMETHYLBENZENE	526-73-8	REFRIGERATOR	3	mL 5mL BOTTLE
857	OCTAMETHYLCYCLOTETR ASILOXANE	556-67-2	REFRIGERATOR	25	mL 0.025L BTL
859	AMYLBENZENE	538-68-1	CHEM. STOREROOM (AROMATIC-H.C.)	30	mL30 mL Bottle
860	FLORISIL	1343-88-0	CHEM. STOREROOM (FERRIC)	100	g100 g BOTTLE
862	1,1 DICHLOROETHANE	75-34-3	REFRIGERATOR	1	mL10 mL BTL
863	3-HEPTANONE(Ethyl butyl ketone)	106-35-4	CHEM. STOREROOM (KETONE)	100	ml 100 ml bottle
864	PROPYLENE GLYCOL BUTYL ETHER	29387-86- 8	CHEM. STOREROOM (GLYCOL)	950	ml 1L Bottle
866	METHANESULFONIC ACID	75-752-2	REFRIGERATOR	500	ml 0.5 L Bottle
867	2-METHYLHEPTANE	592-27-8	REFRIGERATOR	1	ml 10 ML BOTTLE
868	2,3-DIMETHYLPENTANE	565-59.3	REFRIGERATOR	14	ml 2x10 ML BOTTLE
869	2,4-DIMETHYLPENTANE	108-08-7	REFRIGERATOR	7	ml 10 ML BOTTLE
870	DI(PROPYLENE GLYCOL)	25265-71- 8	CHEM. STOREROOM (GLYCOL)	25	mL 25 mL BOTTLE
871	1-NONENE	124-11-8	CHEM. STOREROOM (OLEFINS)	50	mL 50 ml Bottle
872	SCOTTY-46-CARBON DIOXIDE		OLD LAB AREA	7.9	CU-FT- CANISTER
875	2-DIBUTYLAMINO ETHANOL	102-81-8	CHEM. STOREROOM (CELLOSOLVE)	100	ml 100mL BTL
876	PROPYLENE GLYCOL PROPYL ETHER (n-Propoxypropanol)	1569-01-3	CHEM. STOREROOM (CELLOSOLVE)	1	L 1L BOTTLE
877	SODIUM CARBONATE, MONOHYDRATE	11/6/5968	CHEM. STOREROOM (SODIUM-4)	0.3	Kg 2.5 Kg Bottle
878	2,3 DIMETHYL PHENOL (2,3 XYLENOL)	526-75-0	CHEM.STRRM(Phenols-Esters- Ethers)	100	g 500 g. Bottle
880	HYDROCARBON STD Matheson Certified . C1 Through C10 FOR Gasoline Vapor Speciation		OLD LAB AREA	14	CU-FT 34 L tank
881	HYDROCARBON STD-Made in BAAQMD Lab-C1 TO C10		OLD LAB AREA	8.1	CU-FT 34 L Tanks
882	MINERAL SPIRIT	64742-47- 8	CHEM. STOREROOM(MISC. SOLVENTS)	3	L1LSq Cans
884	NITRIC ACID 10% FOR CLEANING	Ü	CHEM. STOREROOM (CLEANING ACID)	15	L 1 and 4 L bottle

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885	TRIFLUROACETIC ANHYDRIDE		CHEM. STOREROOM (HALO-ACIDS)	150	ml 200 ml bottle
886	POTASSIUM IODIDE	7681-11-0	OXIDIZER CABINET(UNDER-ISE)	125	g 125 g bottle
887	POTASSIUM PERSULFATE (K2S2O8)	7727-21-1	CHEM. STOREROOM (POTASSIUM-1)	0	g 500 g BTL
888	DIMETHYL CARBONATE	616-38-6	YELLOW CABINET	100	ML
889	METHYLCYCLOPENTANE	96-37-7	REFRIGERATOR	100	100ML
890	MAGNESIUM OXIDE	139-48-4	OLD LAB AREA	1	1Kg bottle
891	Methane, nC4 to nC5, IC4, IC5, 1,3Butadiene, C2H4, C3H6,I-C4-2		NEW LAB AREA	95	Cu ft
892	METHANE		NEW LAB AREA	95	cu ft
893	TOXIC STANDARD 100- 1000ppbv		TOXIC LAB AREA	28	Cu.Ft.
894	TOXIC STANDARD -2		TOXIC LAB AREA	63.8	Cu.Ft.

### APPENDIX A-6, PHASE 1 (ORIGIN 1), PRELIMINARY PHASING SCHEDULE

PHASE 1				
AGENCIES	MTC and ABAG			
ORIGIN 1 ADDRESS	101 8th Street, Oakland, CA 94607			
OFFSITE ADDRESS Extra Space Storage: 210 Fallon St, Oakland, CA 94607				
DESTINATION ADDRESS	375 Beale Street, San Francisco, CA 94105			

\*\*Note: All values are preliminary, approximate and subject to change\*\*

Origin Floor	Item	Destination Floor	Special Considerations
	58 Employees	8th	
3rd	68 Employees	7th	
Siu	Law Library	8th	
	Computer Server Equipment*	1st	
	67 Employees	8th	
2nd	46 Employees	7th	
ZIIG	Computer Server Equipment*	1st	
	72 Employees	7th	
1st	7 Employees	8th	
	Technical Library	7th	
	Computer Server Equipment*	1st	
Ground (Basement)	5 Employees	2nd	
Employee Subtotal	323 Employees		

<sup>\*</sup> Computer server equipment includes servers, KVM's, data storage, switches, routers and related equipment. At this time, it does not include racks, cabinets and Unlimited Power Supplies (UPS).

### APPENDIX A-7, PHASE 2 (ORIGIN 2) PRELIMINARY PHASING SCHEDULE

PHASE 2				
AGENCY	Air District with Laboratory			
ORIGIN 2 ADDRESS—	939 Ellis Street, San Francisco, CA 94109			
DESTINATION ADDRESS	375 Beale Street, San Francisco, CA 94105			

\*\*Note: All values are preliminary, approximate and subject to change\*\*

Origin Floor	Item	Destination Floor	Special Considerations
7th	9 Employees	6th	
/tn	22 Employees	8th	
	Law Library	8th	
C:1	20 Employees	6th	
6th	31 Employees	7th	
	Computer Server Equipment	1st	
5th	35 Employees	6th	
	12 Employees	2nd	
4th	52 Employees	6th	
3rd	48 Employees	6th	
On d	48 Employees	6th	
2nd	Laboratory	2nd	
Employee Subtotal	277 Employees		

<sup>\*</sup> Computer server equipment includes servers, KVM's, data storage, switches, routers and related equipment. At this time, it does not include racks, cabinets and Unlimited Power Supplies (UPS).

### APPENDIX A-8, PHASE 1 (ORIGIN 1), PRELIMINARY ACTIVITIES AND MOVE SCHEDULE

PHASE 1				
AGENCIES	MTC and ABAG			
ORIGIN 1 ADDRESS	101 8th Street, Oakland, CA 94607			
OFFSITE ADDRESS Extra Space Storage: 210 Fallon St, Oakland, CA 94607				
DESTINATION ADDRESS	375 Beale Street, San Francisco, CA 94105			

\*\*Note: All values and dates are preliminary, approximate and subject to change\*\*

		PRE MOVE	
Day of Week	Date	Time	Activity
No later than Friday	No later than January 15, 2016	9:00 a.m.	CONTRACTOR's lead will attend up to three move meetings at the MetroCenter, 101 8th Street, Oakland, CA 94607
No later than Friday	No later than January 8, 2016	10:00 a.m.	Deliver moving crates and packing materials
Tuesday- Thursday	January 12, 2016 to January 14, 2016	8:00 a.m. to 5:00 p.m.	Pre-packing of Technical and Law Libraries onto book carts. Mover to load and unload file carts for client (unloading to take place prior to move).  Pre-packing of open shelving units or file cabinets and offsite storage units onto book carts. Mover to load and unload file carts for client (unloading to take place during Post Move).
No later than Friday	No later than January 15, 2016	9:00 a.m.	Pre-move origin filing cabinets to destination (bolt, brace and secure shelving units and file cabinets)
No later than Friday	No later than January 15, 2016	Prior to start of move	Prep Origin
No later than Friday	No later than January 15, 2016	Prior to delivery to Destination	(Separate Crew) - Prep Destination
No later than Friday	No later than January 15, 2016	3:00 p.m.	A separate Disconnect/Reconnect vendor will bag and tag computers, printers, faxes (telephones and keyboard trays will be relocating)

	MOVE						
Day of Week	Date	Time	Activity				
Friday	January 15, 2016	3:00 p.m. (dependent upon business need)	Commence move. All equipment to be delivered Friday night.				
Saturday	January 16, 2016	8:00 a.m. to 10:00 p.m. or as needed	Move continues with contents and remaining ancillary items				
Sunday	January 17, 2016	8:00 a.m. to 5:00 p.m. or as needed	Move continues with fine tuning				

POST MOVE								
Day of Week	Date	Time	Activity					
Monday-	January 18, 2016 to	8:00 a.m. to	Post Move Support with (4) people and (4)					
Wednesday	January 20, 2016	5:00 p.m.	installers. Remove crates and boxes as unpacked					
Friday	January 22, 2016	5:00 p.m.	Remove ALL remaining crates and boxes					

### APPENDIX A-9, PHASE 2 (ORIGIN 2), PRELIMINARY ACTIVITIES AND MOVE SCHEDULE

PHASE 2					
AGENCY	Air District with Laboratory				
ORIGIN 2 ADDRESS	939 Ellis Street, San Francisco, CA 94109				
DESTINATION ADDRESS	375 Beale Street, San Francisco, CA 94105				

\*\*Note: All values and dates are preliminary, approximate and subject to change\*\*

PRE MOVE							
Day of Week	Date	Time	Activity				
No later than Friday	No later than March 25, 2016	9:00 a.m.	CONTRACTOR's Lead will attend up to three move meetings at 939 Ellis Street, San Francisco, CA				
No later than Friday	No later than March 18, 2016	10:00 a.m.	Deliver moving crates and packing materials				
Tuesday- Thursday	March 22, 2016 to March 24, 2016	8:00 a.m. to 5:00 p.m.	Pre-packing of Law Library onto book carts.  Mover to load and unload file carts for client  (unloading to take place prior to move).				
			Pre-packing of open shelving units or file cabinets onto book carts. Mover to load and unload file carts for client (unloading to take place during Post Move).				
No later than Friday	No later than March 25, 2016	9:00 a.m.	Pre-move origin filing cabinets to destination (gang shelving units and file cabinets)				
No later than Friday	No later than March 25, 2016	TBD (dependent) on building	Prep Origin				
No later than Friday	No later than March 25, 2016	Prior to delivery to Destination	(Separate Crew) - Prep Destination				
No later than Friday	No later than March 25, 2016	3:00 p.m.	A separate Disconnect/Reconnect vendor will bag and tag computers, printers, faxes to be relocated (telephones and keyboard trays will be relocating)				

	MOVE								
Day of Week	Date	Time	Activity						
Friday	March 25, 2016	3:00 p.m. (this is dependent upon business need)	Commence move. All equipment to be delivered Friday night.						
Friday	March 25, 2016	10:00 a.m. (this is dependent upon business need)	Pre-packing of High Density Files, approximately 648 Linear Feet						
Saturday	March 26, 2016	8:00 a.m. to 10:00 p.m. or as needed	Move continues with contents and remaining ancillary items						
Sunday	March 27, 2016	8:00 a.m. to 5:00 p.m. or as needed	Move continues with fine tuning						

POST MOVE							
Day of Week	Date	Time	Activity				
Monday-	March 28, 2016 to	8:00 a.m. to	Post Move Support with (4) men and (2)				
Wednesday	March 30, 2016	5:00 p.m.	installers				
			Remove crates and boxes as unpacked				
Friday	April 1, 2016	5:00 p.m.	Remove ALL remaining crates and boxes				

### **APPENDIX A-10, OVERALL MOVE INSTRUCTIONS**

### I. PREPARATION/ PRE-MOVE INSTRUCTIONS

- A. **Delivery of Preparation Materials and Equipment** CONTRACTOR will supply and deliver boxes, carts, and packing supplies to each Origin according to the Phase 1 and Phase 2 schedules above.
- B. **Prepacking of Law and Technical Libraries** CONTRACTOR will pre-pack and move the law library and technical library as necessary from Origin 1, and the law library from Origin 2, and then unload and unpack the contents at Destination according to the respective Phase 1 and Phase 2 schedules above.
- C. **Origin and Destination Site Preparation -** CONTRACTOR will use Masonite at all Origin and Destination buildings at exterior areas, lobby entrances, and all main traffic corridors. Padding, corner and wall protection is required around main doors, as well as the use of special painters tape to minimize paint damage.

### II. MOVE INSTRUCTIONS

- A. **Employee Move/ Crate Contents** CONTRACTOR will relocate all labeled crates from Origin locations and deliver them to the corresponding locations at Destination. CONTRACTOR will remove all empty crates remaining at Origin location from building.
- B. Computer Equipment and Accessory Items Keyboard, mouse, cords and other small pieces will have previously been placed in "zip-lock bags" provided by a separate IT disconnect/reconnect vendor. CONTRACTOR will blanket wrap, place on equipment carts, and then shrink wrap all items. CONTRACTOR will provide and protect all monitors with anti-static foam monitor covers. PCs and accessory zip-lock bags are to be handled with priority and placed on desk or cubicle work surfaces, not with other boxes. The zip-lock bags must be delivered at the same time as the computer, to prevent delay in reconnecting.
- \*\*\*Server Equipment\*\*\*- CONTRACTOR will provide a dedicated moving crew to handle server moves during Phases 1 and 2. Each device is to be bubble wrapped, packed onto machine carts, and shrink and blanket wrapped prior to transport to Destination in air-ride, lift-gate trucks. CONTRACTOR will transport the main servers in one air-ride truck, and transport the backup servers in a separate air ride truck. Server relocation crew will coordinate and complete the following with each agency's server representative:
  - i. Inventory and labeling
  - ii. Shutdown process and schedule
  - iii. Photograph and record cable connections
  - iv. Dismounting from racks or cabinets
  - v. Packing
  - vi. Transportation
- C. **General Office Equipment** CONTRACTOR will individually blanket wrap, place on equipment carts, then shrink-wrap all equipment identified.
- D. **Furniture** –CONTRACTOR will blanket wrap, placed on equipment carts, and then shrink wrap all items.

- i. **Shelving:** Contents from ten (10) storage rooms, miscellaneous boxes, equipment, and shelving to be viewed during the walkthrough will be relocating. CONTRACTOR will be responsible for the de-installation, reinstallation, bolting to wall, and bracing for earthquake preparedness of shelving.
- ii. **Keyboard Trays:** CONTRACTOR will uninstall sliding keyboard trays from each employee workstation and transport them according to the same procedures as described for the Computer Equipment and Accessory Items. CONTRACTOR will reinstall the keyboard trays at the Destination location according to the schedules described above.
- E. **Ancillary Items** CONTRACTOR will remove, blanket-wrap, move on panel carts, and stage all ancillary items at Destination.
- F. **Specialty Areas** CONTRACTOR will prepack and move the law and technical libraries according to the instructions above in Section I, Preparation/ Pre-Move Activities, and any other areas as may be identified.

## III. SPECIAL MOVE INSTRUCTIONS RELATED TO AIR DISTRICT LABORATORY EQUIPMENT AND HAZARDOUS CHEMICALS

- A. **Laboratory Equipment** CONTRACTOR will provide a dedicated moving crew to handle and relocate the sensitive lab testing and diagnostic equipment identified in <u>Appendix A-5.1</u>, Air District Lab Equipment Inventory, which includes, but is not limited to:
  - a. Gas chromatography–mass spectrometry (GCMS);
  - b. Six (6) Specialized Pieces of Equipment;
  - c. Analyzers;
  - d. Microscopes;
  - e. Incubators;
  - f. Large fume hood and/or flow hood equipment;
  - g. Centrifuge;
  - h. Lab freezers and refrigerators; and
  - i. Laboratory glassware;

CONTRACTOR will bubble wrap and pack onto machine carts, and shrink and blanket wrap each device prior to transport to destination. CONTRACTOR will transport equipment in air-ride, lift-gate trucks, in a manner and method to allow for the time critical transfer of equipment and contents from Origin 2 to Destination. CONTRACTOR's dedicated crew is to work and coordinate with Air District Lab employees as no disconnect, set-up or calibration of equipment is required.

B. **Hazardous Chemical Move** - CONTRACTOR must be, or sub-contract with, a specialized Hazardous Chemical Transportation Company in relocating hazardous chemicals which are detailed in <u>Appendix A-5.2</u>, Air District Hazardous Material Chemical Inventory. CONTRACTOR will ensure that the company possesses all necessary permits and certifications issued by local, state and federal agencies, complies with environmental regulations as required by law, and is familiar with all procedures on proper handling and preparation of hazardous materials in accordance with the Hazardous Materials Transportation Act (HMTA).

### IV. POST MOVE INSTRUCTIONS

- A. General Tasks CONTRACTOR will:
  - a) Relocate crates, boxes, and computers as needed;
  - b) Re-install shelving and keyboard trays as needed;
  - c) Rearrange furniture as directed; and
  - d) Pick up boxes and crates from work spaces throughout the Post Move period.

### APPENDIX B, COST PROPOSAL FORM

Total Move Cost below will be the Firm Fixed price for the move, unless there are any changes that are pre-approved by BAHA.

\*Upon request, the following form is available in electronic format.

375 Beale Street Move Services RFP - Cost Proposal Form						
Mover Name						
Summary - Total M	ove Cost (From Tables Below)					
Cost Category	Total Cost					
Materials - Both Phases	-					
Phase 1:						
Pre-Move	-					
Move	-					
Post Move	-					
Phase 2:						
Pre-Move	-					
Move	-					
Post Move	-					
<b>Total Move Cost</b>	-					
Deposit Required? (Yes/No)						
If Yes, provide %:						
(*Please note: BAHA will not pay a deposit						
over 50%)						
Date Deposit Required						

The cost Proposal forms below are broken down by type of cost and Phase:

- 1) Materials
- 2) Phase 1 MTC & ABAG move (Please refer to Appendix A-4, Origin 1 Approximate Inventory List)
- 3) Phase 2 Air District move (Please refer to **Appendix A-5**, Origin 2 Approximate Inventory List)

**Part I - Materials for Complete Move, both Phases** 

MATERIALS	Qty	Cost	Total per line	
Moving Crates			n/a	
File Book Carts			\$	-
Equipment Machine Carts				
Flat Screen Monitor Sleeves			\$	-
Cartons (Used)			\$	-
Carton delivery/pickup	n/a		\$	-
Carton credit			\$	-
Additional Materials			\$	-
Fuel surcharge	n/a		\$	-
Tax (rate)	n/a		\$	-
MATERIALS TOTAL			\$	-

### Part II – Phase 1: MTC & ABAG Move

PHASE 1						
PRE-MOVE	Qty	Rate	Hours	Total per line		
Pre-Move Staff Meeting - DAY / DATE						
Account Manager				\$		
Project lead				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
DAY / DATE - 10:00 AM - Deliver File Ca	rts, Movii	ng Crates	and Movi	ng Supplies		
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Installer				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
DAY / DATE - 8:00 AM - Pre-Load File Ca	abinet Cor	tents and	l Law Lib	rary - (Day 1)		
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Installer				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
DAY / DATE- 8:00 AM - Pre-Load File Ca	binet Con	tents and	Offsite St	orage Contents - (Day 2)		
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Installer				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
DAY / DATE- 8:00 AM - UNLOAD LAW	LIBRARY	CONTE	NTS at D	estination on (Day 2)		
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Installer				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
PRE-MOVE SUB-TOTAL				\$		

PHASE 1 - 340 Employees							
MOVE	Qty	Rate	Hours	Total per line			
Site Preparation (Destination) - Friday, DATE - 3:00 PM							
Van Driver + One Person (# and rate/hour)				\$			
Additional Persons (# and rate/hour)				\$			
Installer				\$			
Project lead (# and rate/hour)				\$			
Additional charges				\$			
Energy surcharge	n/a		n/a	\$			
Tax (rate)	n/a		n/a	\$			
MOVE - Friday, DATE - 3:00 PM							
Van Driver + One Person (# and rate/hour)				\$			
Additional Persons (# and rate/hour)				\$			
Installer				\$			
Project lead (# and rate/hour)				\$			
Additional charges				\$			
Energy surcharge	n/a		n/a	\$			
Tax (rate)	n/a		n/a	\$			
MOVE - Saturday, DATE - 8:00 AM							
Van Driver + One Person (# and rate/hour)				\$			
Additional Persons (# and rate/hour)				\$			
Installer				\$			
Project lead (# and rate/hour)				\$			
Additional charges				\$			
Energy surcharge	n/a		n/a	\$			
Tax (rate)	n/a		n/a	\$			
<b>MOVE COMPLETED and FINE TUNE -</b>	Sunday, I	<b>DATE - 8:</b>	00 AM				
Van Driver + One Person (# and rate/hour)				\$			
Additional Persons (# and rate/hour)				\$			
Installer				\$			
Project lead (# and rate/hour)				\$			
Additional charges				\$			
Energy surcharge	n/a		n/a	\$			
Tax (rate)	n/a		n/a	\$			
MOVE SUB-TOTAL				\$			

PHASE 1 - 340 Employees						
POST MOVE	Qty	Rate	Hours	Total per line		
Post Move - Monday, DATE - 8:00 AM - 5:00 PM (Unload File Cabinet Contents and Technical Library)						
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
Post Move - Monday, DATE - 8:00 AM - 5	:00 PM (P	ost Move	<b>Crew Onl</b>	<b>y</b> )		
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Installer				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
Post Move - Tuesday, DATE - 8:00 AM - 5	:00 PM (C	Continue U	J <b>npacking</b>	of Files and Libraries)		
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
Post Move - Tuesday, DATE - 8:00 AM - 5	:00 PM					
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Installer				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
Post Move - Wednesday, DATE - 8:00 AM				T		
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Installer				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
POST-MOVE SUB-TOTAL				\$		
PHASE 1 TOTAL:				\$		

### Part II – Phase 2: Air District Move

PHASE 2 - 295 Employees				<b>,</b>			
PRE-MOVE	Qty	Rate	Hours	Total per line			
Pre-Move Staff Meeting - DAY / DATE							
Account Manager				\$			
Project lead				\$			
Energy surcharge	n/a		n/a	\$			
Tax (rate)	n/a		n/a	\$			
DAY / DATE - 10:00 AM - Deliver File Ca	rts, Movin	g Crates	and Movi	ng Supplies			
Van Driver + One Person (# and rate/hour)				\$			
Additional Persons (# and rate/hour)				\$			
Installer				\$			
Project lead (# and rate/hour)				\$			
Additional charges				\$			
Energy surcharge	n/a		n/a	\$			
Tax (rate)	n/a		n/a	\$			
DAY / DATE - 8:00 AM - Pre-Load File Ca	abinet Cor	ntents - (I	Day 1)				
Van Driver + One Person (# and rate/hour)				\$			
Additional Persons (# and rate/hour)				\$			
Installer				\$			
Project lead (# and rate/hour)				\$			
Additional charges				\$			
Energy surcharge	n/a		n/a	\$			
Tax (rate)	n/a		n/a	\$			
DAY / DATE- 8:00 AM - Pre-Load File Ca	binet Con	tents - (D	ay 2)				
Van Driver + One Person (# and rate/hour)				\$			
Additional Persons (# and rate/hour)				\$			
Installer				\$			
Project lead (# and rate/hour)				\$			
Additional charges				\$			
Energy surcharge	n/a		n/a	\$			
Tax (rate)	n/a		n/a	\$			
DAY / DATE- 8:00 AM - UNLOAD LAW	LIBRARY	CONTE	ENTS at D	estination on (Day 2)			
Van Driver + One Person (# and rate/hour)				\$			
Additional Persons (# and rate/hour)				\$			
Installer				\$			
Project lead (# and rate/hour)				\$			
Additional charges				\$			
Energy surcharge	n/a		n/a	\$			
Tax (rate)	n/a		n/a	\$			
PRE-MOVE SUB-TOTAL				\$			

PHASE 2 - 295 Employees						
MOVE	Qty	Rate	Hours	Total per line		
Site Preparation (Destination) - Friday, DATE - 3:00 PM						
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Installer				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
MOVE - Friday, DATE - 3:00 PM						
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Installer				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
MOVE - Saturday, DATE - 8:00 AM						
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Installer				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
<b>MOVE COMPLETED and FINE TUNE -</b>	Sunday, I	OATE - 8:	00 AM			
Van Driver + One Person (# and rate/hour)				\$		
Additional Persons (# and rate/hour)				\$		
Installer				\$		
Project lead (# and rate/hour)				\$		
Additional charges				\$		
Energy surcharge	n/a		n/a	\$		
Tax (rate)	n/a		n/a	\$		
MOVE SUB-TOTAL				\$		

PHASE 2 - 295 Employees		]		
POST MOVE	Qty	Rate	Hours	Total per line
Post Move - Monday, DATE - 8:00 AM - 5:	00 PM (U	nload of	File Cabin	et Contents)
Van Driver + One Person (# and rate/hour)				\$
Additional Persons (# and rate/hour)				\$
Project lead (# and rate/hour)				\$
Additional charges				\$
Energy surcharge	n/a		n/a	\$
Tax (rate)	n/a		n/a	\$
Post Move - Monday, DATE - 8:00 AM - 5:	00 PM (P	ost Move	Crew Onl	ly)
Van Driver + One Person (# and rate/hour)				\$
Additional Persons (# and rate/hour)				\$
Installer				\$
Project lead (# and rate/hour)				\$
Additional charges				\$
Energy surcharge	n/a		n/a	\$
Tax (rate)	n/a		n/a	\$
Post Move - Tuesday, DATE - 8:00 AM - 5	:00 PM (P	ost Move	to Contin	ue Unpacking of Files and
Libraries)				
Van Driver + One Person (# and rate/hour)				\$
Additional Persons (# and rate/hour)				\$
Project lead (# and rate/hour)				\$
Additional charges				\$
Energy surcharge	n/a		n/a	\$
Tax (rate)	n/a		n/a	\$
Post Move - Tuesday, DATE - 8:00 AM - 5	:00 PM			
Van Driver + One Person (# and rate/hour)				\$
Additional Persons (# and rate/hour)				\$
Installer				\$
Project lead (# and rate/hour)				\$
Additional charges				\$
Energy surcharge	n/a		n/a	\$
Tax (rate)	n/a		n/a	\$
Post Move - Wednesday, DATE - 8:00 AM	- 5:00 PM			,
Van Driver + One Person (# and rate/hour)				\$
Additional Persons (# and rate/hour)				\$
Installer				\$
Project lead (# and rate/hour)				\$
Additional charges				\$
Energy surcharge	n/a		n/a	\$
Tax (rate)	n/a		n/a	\$
POST-MOVE SUB-TOTAL				\$
PHASE 2 TOTAL:				\$

### **APPENDIX B-1, OTHER PRICE QUOTATIONS**

Please provide the hourly rates for additional services as needed when requested by agencies. The following table will not be evaluated for purposes of determining award for this bid.

	Hourly Bill Rate	Overtime	<b>Double Time</b>	Weekend Rate
Van Driver + One Person (# and rate/hour)				
Additional Persons (# and rate/hour)				
Project lead (# and rate/hour)				
Additional charges				
Energy surcharge				
Tax (rate)				

<sup>\*</sup>Includes all costs (labor, materials, equipment, disposal fees, and all applicable surcharges such as taxes, insurance, overhead and profit, and indirect and direct fees).

## APPENDIX B-2, SAN FRANCISCO OFFICE OF LABOR STANDARDS ENFORCEMENT SUMMARY TABLE

### **Summary of the 2013-2015 Carpenters Truck Driver and Mover Agreement: Movers**

This chart is a summary of the hourly wage rate and fringe benefits required by the 2013-2015 Carpenters Truck Driver and Mover Agreement, also known as the Collective Bargaining Agreement between Northern California employers and the Northern California Regional Council of Carpenters / Carpenters 46 Northern California Counties Conference Board in effect from September 1, 2013 until August 31, 2015. The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the 2014-2015 Carpenters Truck Driver and Mover Agreement for complete information on wages and fringe benefits.

	EMPLOYER PAYMENTS					STRAIGHT- TIME		OVERTIME HOURLY RATE	
CRAFT (JOURNEY LEVEL)	Basic Hourly Rate	A. Health & Welfare	Annuity	Work Fee	Vacation	Hours	Total Hourly Rate	1.5 X	2 X
Mover, Packer, Crater	\$18.40	\$9.90	\$1.10	\$0.79	\$1.05	8	\$31.24	\$40.44	\$49.64
Driver	\$18.67	\$9.90	\$1.10	\$0.79	\$1.05	8	\$31.51	\$40.85	\$50.18
Helper	\$18.14	\$9.90	\$1.10	\$0.79	\$1.05	8	\$30.98	\$40.05	\$49.12

#### **Footnotes**

A. Contributions to the Health & Welfare plan shall be capped at 1800 hours per year. See Section 4.01 of the Agreement for details.

Alicia C. Aguirre

Julie Pierce

#### APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any commissioners include:

Federal D. Glover

	Tom Azumbrado	Scott Haggerty	Libby Schaaf			
	Jason Baker	Anne W. Halsted	Bijan Sartipi			
	Tom Bates	Steve Kinsey	James P. Spering			
	David Campos	Sam Liccardo	Adrienne J. Tissier			
	Dave Cortese	Mark Luce	Scott Wiener			
	Dorene M. Giacopini	Jake Mackenzie	Amy Rein Worth			
1.		\$250 to any BAHA commissio	u or your company, made any polit ner in the 12 months preceding the			
	YES NO If yes, please identify the co	ommissioner:				
2.		tions of more than \$250 to any B	or your company, anticipate or pla AHA commissioners in the three mor			
	YES NO If yes, please identify the co	ommissioner:				
your			ude BAHA from awarding a contraction (s) from participating in the contraction (s)			
DATE		(SIGNATURE OF AUTHORIZED OFFICIAL)				
		(TYPE OR WRITE APP	PROPRIATE NAME, TITLE)			
		(TYPE OR WRITE	NAME OF COMPANY)			

### APPENDIX D, BAHA STANDARD CONSULTANT CONTRACT

#### PROFESSIONAL SERVICES AGREEMENT

between

BAY AREA HEADQUARTERS AUTHORITY

and

NAME OF CONTRACTOR

for

375 BEALE STREET MOVER SERVICES

FISCAL YEAR 2015-2016

# PROFESSIONAL SERVICES AGREEMENT BAY AREA HEADQUARTERS AUTHORITY And INSERT NAME OF CONTRACTOR For MOVE SERVICES PROJECT

THIS AGREEMENT is made and entered into as of the day of, 2015, b	oy
and between the Bay Area Headquarters Authority (herein called BAHA), a joint powers authority	
established pursuant to a joint exercise of powers agreement between Metropolitan Transportation	
Commission (MTC) and the Bay Area Toll Authority (BATA) entered into pursuant to Government C	ode
Sections 6500 et. seq. and INSERT NAME OF CONTRACTOR, (herein called "CONTRACTOR"), a	ì
PICK ONE OF THE FOLLOWING: partnership,[state of incorporation] corporation	n/
nonprofit corporation/joint venture organized under the laws of the State of	

#### RECITALS

WHEREAS, BAHA intends to secure the services of a professional mover\_for the relocation of MTC, the Association of Bay Area Governments (ABAG) and the Bay Area Air Quality Management District (Air District) to 375 Beale Street, San Francisco, CA 94105 (herein called "the Project"); and

WHEREAS, the services required for the Project cannot be performed satisfactorily by the officers and employees of MTC; and

WHEREAS, the parties hereto now wish to enter into an agreement (the "Agreement") pursuant to which CONTRACTOR will render professional services in connection with the Project as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

#### 1. SCOPE OF SERVICES

CONTRACTOR's services are described in Attachment A, <u>Scope of Work</u>, attached hereto and incorporated herein by this reference. CONTRACTOR agrees to perform or secure the performance of all specified services within the maximum payment specified in Article 3, subject to the prior written approval of a work plan by Robert Hoffman, (herein called "BAHA Project Manager"). As BAHA Project Manager, Robert Hoffman is responsible for communication with CONTRACTOR and the administration of this Agreement. BAHA's Executive Director or designated representative may substitute a new BAHA Project Manager by written notice to CONTRACTOR.

CONTRACTOR's point of contact and the individual authorized to communicate to BAHA on behalf of CONTRACTOR is **INSERT NAME OF CONTRACTOR**'s **PM** ("CONTRACTOR Project Manager"). A change in the CONTRACTOR Project Manager requires BAHA written approval.

In the performance of its services, CONTRACTOR represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing such services, and CONTRACTOR represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

In the performance of its services, CONTRACTOR represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing such services, and CONTRACTOR represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

#### 1.1 PROGRESS REPORTS

CONTRACTOR shall provide BAHA with monthly progress reports according to the schedule and form approved by the BAHA Project Manager a designated representative.

#### 1.2 SUBMISSION OF CONTRACT DOCUMENTS

To the extent requested by the BAHA Project Manager, CONTRACTOR shall submit all communications and required documentation, including but not limited to invoices, requests for contract modifications, and information on payments received and made to subcontractors, subcontractor utilization, and if applicable, certified payrolls to the BAHA PROJECT MANAGER or his or her designee via a one or more web-based systems designated by BAHA to which BAHA will provide system access. BAHA may withhold payment pending receipt of such communication and required documentation.

#### 2. PERIOD OF PERFORMANCE

CONTRACTOR's services hereunder shall commence on or after October 31, 2015, and shall be completed no later than May 31, 2016, unless extended by duly executed amendment or earlier terminated, as hereinafter provided. At BAHA's sole option, the contract may be extended for eighteen (18) additional months for additional move-related activities at the Destination Location contemplated by Appendix A, Scope of Work. CONTRACTOR's services shall be performed in accordance with the schedule included in Attachment B, <u>Project Schedule</u>, attached hereto and incorporated herein by this reference.

#### 3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, BAHA will pay CONTRACTOR for its services as described in Attachment A, Scope of Work a total amount, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subcontractors costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee,[SPELL]

**OUT AMOUNT IN WHOLE DOLLARS** (\$\_\_\_\_\_)] ("Maximum Payment"). BAHA shall make payments to CONTRACTOR in accordance with the provisions described in Attachment C, Compensation and Method of Payment, attached hereto and incorporated herein by this reference.

All invoices shall be submitted electronically via email to BAHA at <a href="mailto:acctpay@mtc.ca.gov">acctpay@mtc.ca.gov</a> or in writing to:

Bay Area Headquarters Authority Joseph P. Bort MetroCenter 101 - 8th Street Oakland, CA 94607-4700

Payment shall be made by BAHA within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative.

#### 4. KEY PERSONNEL

The key personnel to be assigned to this work by CONTRACTOR and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Attachment D, Key Personnel

Assignments, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Attachment D or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the Project Manager or a designee. CONTRACTOR shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements of Article 15. CONTRACTOR agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. BAHA reserves the right to direct removal of any individual, including key personnel, assigned to this work.

#### 5. AMENDMENTS

BAHA reserves the right to request changes in the services to be performed by CONTRACTOR. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and CONTRACTOR and specifically identified as amendments to the Agreement. The BAHA Project Manager is not a designated representative, for purposes of approving an amendment.

#### 6. TERMINATION

A. <u>Termination for Convenience</u>. BAHA may terminate this Agreement for convenience, in whole or in part, at any time by written notice to CONTRACTOR. Upon receipt of notice of termination, CONTRACTOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to BAHA. CONTRACTOR shall be

reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 3%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. If CONTRACTOR has any property in its possession belonging to BAHA, CONTRACTOR will account for the same, and dispose of it in the manner BAHA directs. Except as provided above, BAHA shall not in any manner be liable for CONTRACTOR's actual or projected lost profits had CONTRACTOR completed the services required by this Agreement.

B. Termination for Default. If CONTRACTOR does not deliver the work products specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if CONTRACTOR fails to comply with any other material provision of the Agreement, BAHA may terminate this Agreement for default. Termination shall be effected by serving a fifteen (15) day advance written notice of termination on CONTRACTOR, setting forth the manner in which CONTRACTOR is in default. If CONTRACTOR does not cure the breach or describe to BAHA's satisfaction a plan for curing the breach within the fifteen (15) day period, BAHA may terminate the Agreement for default. In the event of such termination for default, CONTRACTOR will be entitled to be reimbursed only for work performed in full compliance with the contract requirements as follows: CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables. Such reimbursement will be offset by any costs incurred by BAHA to complete work required under the Agreement. In no event shall BAHA be required to reimburse CONTRACTOR for any costs incurred for work causing or contributing to the default. If CONTRACTOR has any property in its possession belonging to BAHA, CONTRACTOR will account for the same, and dispose of it in the manner BAHA directs. BAHA shall not in any manner be liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement.

C. If it is determined by BAHA that CONTRACTOR's failure to perform resulted from unforeseeable causes beyond the control of CONTRACTOR, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of CONTRACTOR, BAHA, after setting up a new delivery or performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

#### 7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the types of insurance and financial security listed in Attachment E, <u>Insurance and Financial Security (Bond) Provisions</u>, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All insurance must be placed with insurers with a Best's rating of A-VIII or better.

#### 8. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an employee or agent of BAHA and has no authority to contract or enter into any agreement in the name of BAHA. CONTRACTOR has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR who are assisting in the performance of services under this Agreement. CONTRACTOR shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

#### 9. INDEMNIFICATION

To the maximum extent permitted by law, CONTRACTOR shall indemnify, keep and hold harmless BAHA and those entities (if any) identified as additional insureds in Attachment E, <u>Insurance and Financial Security (Bond) Provisions</u>, and their commissioners, directors, officers, agents, and employees ("BAHA Indemnified Parties") against any and all demands, claims, suits or actions arising out of any of the following:

- A. Any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by CONTRACTOR caused by any breach of the Agreement or negligent act or omission or willful misconduct of the CONTRACTOR or its officers, employees, subcontractors or agents; or
- B. Any allegation that materials or services provided by CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

CONTRACTOR further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the BAHA Indemnified Parties, CONTRACTOR shall, at its expense, satisfy and discharge the same.

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

#### 10. DATA TO BE FURNISHED BY BAHA

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("BAHA Data") made available to CONTRACTOR by BAHA for use by CONTRACTOR in the performance of its services under this Agreement shall remain the property of BAHA and shall be returned to BAHA at the completion or termination of this Agreement. No license to such BAHA Data, outside of the Scope of Work of the Project, is conferred or implied by CONTRACTOR's use or possession of such BAHA Data. Any updates, revisions, additions

or enhancements to such BAHA Data made by CONTRACTOR in the context of the Project shall be the property of BAHA and subject to the provisions of Article 11.

#### 10.1 NONDISCLOSURE OF CONFIDENTIAL INFORMATION

BAHA, MTC, ABAG and/or Air District, may be required to make available to CONTRACTOR certain confidential, non-public or proprietary information ("Confidential Information") for purposes of carrying out the Project. Confidential Information may be tangible, intangible, visual, oral, written, and/or electronic information, present or future, and includes: (i) proprietary information learned through inspection of drawings, specifications or equipment; (ii) descriptions of proprietary processes, designs, functionality or know-how; (iii) proprietary software, programming data, code or information; and (iv) other information disclosed in writing and marked as "Confidential" or with a similar notice. As between BAHA, MTC, ABAG and/or Air District and CONTRACTOR, Confidential Information shall remain the sole and exclusive property of the respective parties, and no license or other rights to Confidential Information or any works deriving from Confidential Information is granted or implied hereby. Confidential Information does not include information that: a) is now or subsequently becomes generally available to the public through no fault of CONTRACTOR; b) CONTRACTOR can demonstrate to have had rightfully in its possession prior to disclosure by BAHA, MTC, ABAG and/or Air District, or its contractors, vendors or licensors; c) CONTRACTOR rightfully obtains from a third party who has the right to transfer or disclose it; or (d) is required to be disclosed by law or applicable legal process.

CONTRACTOR agrees to take all necessary and reasonable precautions to maintain the confidentiality of Confidential Information and agrees not to use, copy, distribute or disclose such Confidential Information except for the business purpose underlying this Agreement, except as authorized in writing by BAHA, MTC, ABAG and/or Air District. CONTRACTOR further agrees to disclose Confidential Information only to its directors, officers, employees and contractors who need to know such information, and who have agreed to be bound by the terms and conditions of this Agreement. Promptly upon the request of BAHA, MTC, ABAG and/or Air District, at any time and for any reason, CONTRACTOR shall destroy or return to BAHA, MTC, ABAG and/or Air District, at BAHA, MTC, ABAG and/or Air District's option, all documents, computer files and other tangible materials that contain Confidential Information. These obligations survive the termination of this Agreement, unless otherwise agreed in writing by BAHA, MTC, ABAG and/or Air District.

#### 11. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products ("Work Products") prepared or assembled and furnished to BAHA by CONTRACTOR or its subcontractors pursuant to this Agreement shall be and are the property of BAHA. BAHA shall be entitled to copies and access to these materials during the progress of the work. Any such

materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to BAHA. CONTRACTOR hereby assigns to BAHA ownership of any and all rights, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. CONTRACTOR also agrees to execute all papers necessary for BAHA to perfect its ownership of the rights in the Work Product. Notwithstanding the above, "Work Products" are not intended nor shall they be construed to include CONTRACTOR'S pre-existing intellectual property secured, developed, written, or produced by CONTRACTOR prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONTRACTOR shall retain all right, title and interest in any such pre-existing intellectual property.

CONTRACTOR shall be responsible for the preservation of any and all such Work Products prior to transmittal to BAHA, and CONTRACTOR shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to BAHA.

CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

#### 12. SUBCONTRACTS

- A. Subcontractors approved by BAHA for subcontract work under this Agreement are listed in Attachment G, <u>Subcontractor List</u>, attached hereto and incorporated herein by this reference. Any subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subcontractor to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of CONTRACTOR.
- B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between BAHA and any subcontractors, and no subcontract shall relieve CONTRACTOR of his/her responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to BAHA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractors is an independent obligation from BAHA's obligation to make payments to CONTRACTOR.
- C. Any substitution of subcontractors listed in Attachment G must be approved in writing by BAHA's Project Manager in advance of assigning work to a substitute subcontractor.
- D. Applicable provisions of this Agreement shall be included in any subcontract or subcontractor agreement in excess of \$25,000 entered into under of this Agreement.

#### 13. ASSIGNMENT OF AGREEMENT

CONTRACTOR shall not assign this Agreement, or any part thereof without prior express written consent of the Project Manager or a designated representative, and any attempt thereat shall be void and unenforceable.

#### 14. RECORDS

CONTRACTOR agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. CONTRACTOR further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer.

#### 15. AUDITS

CONTRACTOR shall permit BAHA, and its authorized representatives to have access to CONTRACTOR's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 14. CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

CONTRACTOR further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subcontractor agrees that BAHA, or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above.

#### 16. NOTICES

Except for invoices submitted by CONTRACTOR pursuant to Article 3, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To BAHA: Attention: Robert Hoffman

Metropolitan Transportation Commission

101 - 8th Street

Oakland, CA 94607-4700 Email: rhoffman@mtc.ca.gov

Phone: 510.817.5700 Fax: 510.817-5848

To CONTRACTOR: Attention: Insert Name of Appropriate Person

CONTRACTOR's name CONTRACTOR's address CONTRACTOR's address

Email: X Fax: X

#### 17. SOLICITATION OF CONTRACT

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, BAHA shall have the right to terminate the Agreement without liability or, at its discretion, the right to deduct from CONTRACTOR's maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift or contingent consideration.

#### 18. PROHIBITED INTERESTS

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree or have the potential of conflicting with the performance of services required under the Agreement or the impartial rendering of assistance or advice to BAHA. CONTRACTOR further covenants that in the performance of the Agreement no person having any such interest shall be employed.

No member, officer, employee or agent of BAHA, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, et seq. and 87100 et seq., direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, CONTRACTOR further covenants that it has made a complete disclosure to BAHA of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of BAHA (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by BAHA.

#### 18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

CONTRACTOR shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or

person is unable, or potentially unable, to render impartial assistance or advice to BAHA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONTRACTOR shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONTRACTOR shall immediately provide BAHA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, BAHA becomes aware of an organizational conflict of interest in connection with CONTRACTOR's performance of the work hereunder, BAHA shall similarly notify CONTRACTOR. In the event a conflict is presented, whether disclosed by CONTRACTOR or discovered by BAHA, BAHA will consider the conflict presented and any alternatives proposed and meet with CONTRACTOR to determine an appropriate course of action. BAHA's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject the CONTRACTOR to damages incurred by the BAHA in addressing organizational conflicts that arise out of work performed by CONTRACTOR, or to termination of this Agreement for breach.

#### 19. LAWS AND REGULATIONS

CONTRACTOR shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to BAHA, that relate to or in any manner affect the performance of the Agreement. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on BAHA as a recipient of federal or state funds are hereby in turn imposed on CONTRACTOR.

#### 19.1 PAYMENT, SUB-CONTRACTOR AND WAGE INFORMATION

Contractor's personnel will be paid, at a minimum, an amount equivalent to the appropriate Area 1 wage rate and fringe benefits schedule that is set forth in the 2013-2015 Carpenters Truck Driver and Mover Agreement (Effective August 28, 2013). The 2013-2015 Carpenters Truck Driver and Mover Agreement, as adopted by the City and County of San Francisco pursuant to San Francisco Administrative Code Section 21C.6, can be found on the City and County of San Francisco's Office of

Labor Standards Enforcement ("OLSE") webpage at: <a href="http://sfgsa.org/index.aspx?page=394">http://sfgsa.org/index.aspx?page=394</a>. A summary of the Area 1 wage rates and fringe benefits schedule that are in effect as of August 24, 2015 is included as Appendix B-2, Office of Labor Standards Enforcement Summary Table. BAHA reserves the right to collect relevant payroll records from Contractor for the purpose of monitoring compliance with this requirement.

#### 20. CLAIMS OR DISPUTES

CONTRACTOR shall be solely responsible for providing timely written notice to BAHA of any claims for additional compensation and/or time in accordance with the provisions of the Agreement. It is BAHA's intent to investigate and attempt to resolve any CONTRACTOR claims before CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by BAHA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given BAHA due written notice of a potential claim. The potential claim shall set forth the reasons for which CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

Such notice shall be given to BAHA prior to the time that CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation.

If there is a dispute over any claim, CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by BAHA, and shall be governed by all applicable provisions of the Agreement. CONTRACTOR shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves CONTRACTOR's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue dispute resolution pursuant to Article 24, DISPUTE RESOLUTION, or BAHA may terminate the Agreement.

#### 21. REMEDIES FOR BREACH

In the event CONTRACTOR fails to comply with the requirements of the Agreement in any way, BAHA reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by BAHA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such

action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### 22. TEMPORARY SUSPENSION OF WORK

BAHA, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as BAHA may deem necessary. The suspension may be due to the failure on the part of CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of CONTRACTOR. The CONTRACTOR shall comply immediately with the written order of BAHA to suspend the work wholly or in part. The suspended work shall be resumed when CONTRACTOR is provided with written direction from BAHA to resume the work.

If the suspension is due to CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONTRACTOR, all costs shall be at CONTRACTOR's expense and no schedule extensions will be provided by BAHA.

In the event of a suspension of the work, CONTRACTOR shall not be relieved of CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work which BAHA has specifically directed CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of CONTRACTOR, suspension of all or any portion of the work under this Section may entitle CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

#### 23. WARRANTY OF SERVICES

- A. In the performance of its services, CONTRACTOR represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing. In addition, CONTRACTOR shall provide such specific warranties as may be set forth in specific Task Orders as agreed upon by the parties.
- B. In the event that any services provided by CONTRACTOR hereunder are deficient because of CONTRACTOR's or subcontractors failure to perform said services in accordance with the warranty standards set forth above, BAHA shall report such deficiencies in writing to the CONTRACTOR within a reasonable time. BAHA thereafter shall have:
  - 1. The right to have CONTRACTOR re-perform such services at the CONTRACTOR's expense; or
  - 2. The right to have such services done by others and the costs thereof charged to and collected from the CONTRACTOR if within 30 days after written notice to CONTRACTOR requiring such reperformance, CONTRACTOR fails to give satisfactory evidence to the BAHA that it has undertaken said re-performance; or

3. The right to terminate the Agreement for default. CONTRACTOR shall be responsible for all errors and omissions and is expected to pay for all deficient work as a result of errors and omissions.

#### 24. DISPUTE RESOLUTION

A. <u>Informal Resolution of Disputes</u>. CONTRACTOR and BAHA shall use good faith efforts to resolve all disputes informally at the project manager level. In the event such efforts are unsuccessful, either party may request that BAHA provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, BAHA's Project Manager shall provide a written determination as to the dispute, which shall include the basis for its decision. Upon CONTRACTOR's written acceptance of the Project Manager's determination, the Agreement may be modified and the determination implemented or, failing agreement, BAHA may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the Project Manager's determination.

If the Project Manager's determination is not accepted by CONTRACTOR, the matter shall promptly be referred to senior executives of the parties having designated authority to settle the dispute. The senior executives will exchange memoranda stating the issues in dispute and their respective positions and then meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty calendar (30) days of commencement of senior management negotiations, the parties may mutually agree to try to settle the dispute by means of alternate dispute resolution methodologies, as set forth below.

- B. <u>Controversies Subject to Alternative Dispute Resolution</u>. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between BAHA and CONTRACTOR which cannot be resolved through the informal efforts described above, may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time.
- C. Other Remedies. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. CONTRACTOR must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action.
- D. <u>Pending Resolution</u>. CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by BAHA, and shall be governed by all applicable provisions of the Agreement.
- E. <u>Cost of Alternative Dispute Resolution Proceedings</u>. Each party shall bear the costs and expenses incurred by it in connection with such alternative dispute resolution processes. The cost of any mediator or independent decision maker shall be shared equally between the parties.

F. <u>Survival of this Article</u>. This Article shall survive completion or terminations of this Agreement, but under no circumstances shall either party call for an alternative dispute resolution of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

#### 25. CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State.

#### 26. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

#### 27. PARTIAL INVALIDITY

If any term or condition of the Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

#### 28. BENEFIT OF AGREEMENT

The Agreement shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

#### 29. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

#### 30. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. CONTRACTOR represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and BAHA. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

BAY AREA HEADQUARTERS AUTHORITY	NAME OF CONTRACTOR	
		_
Steve Heminger, Executive Director	Insert Appropriate Name, Title	

# ATTACHMENT A Scope Of Work

Outline of Services

The services to be performed by CONTRACTOR shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the following:

1.

2.

ETC.

# ATTACHMENT B Project Schedule

Task #	Work to be Performed/Deliverables (#)	Completion Date

#### ATTACHMENT C

### Compensation and Method of Payment FIRM FIXED PRICE

A. Compensation. CONTRACTOR shall be paid, as full compensation for the satisfactory
completion of the work described in Attachment A, the firm fixed sum of agreed upon amount, which
includes all labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, as well
as indirect costs, overhead and profit allowance, subcontractors costs, travel, equipment, materials and
supplies. A deposit not to exceed% of the Total Move Cost will be paid by BAHA to
CONTRACTOR within 30 days of execution of this Agreement. Any amendments to this Agreement
shall be based on the hourly rates set forth in Attachment D, Key Personnel Assignments, attached hereto
and incorporated herein by this reference. In no event shall the total compensation to be paid
CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the
Agreement.
B. <u>Payments</u> : BAHA will make an initial deposit payment of (spell out number) percent
(%) of the total project cost within thirty (30) days of execution of this agreement. Payment for
(spell out number) (%) of the total project cost will be made upon complete relocation of
the inventory described in Attachment A, Scope of Work. BAHA shall withhold, as a retainage, 5% of the
total project cost until the project is completed to BAHA's satisfaction, or after receipt and acceptance by
BAHA of any reports and working papers which are required to be furnished under this Agreement,
whichever is later. The project costs includes all applicable taxes and surcharges.

B. <u>Progress Payments</u>. Payment for CONTRACTOR's services shall be due in the amounts indicated below, upon acceptance by Project Manager of the following deliverables or milestones, described in detail in Attachment A:

Tas	<u>Deliverables (#)</u>	Amount Due
k		
1	Do this (#1)	\$
2	Do that (#2)	\$
	Etc.	

- C. <u>Method of Payment</u>. CONTRACTOR shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after BAHA's acceptance of such deliverable/milestone.
- D. In the event that the project is delayed for reasons beyond CONTRACTOR's control and it is not possible for the facility to receive the specified inventory at the mutually agreed upon delivery schedule, BAHA will be required to pay DEALER the remainder of the total product invoice amount, minus any applicable retainage fees, within thirty (30) days from the intended delivery date that could not be met. BAHA shall withhold the applicable retainage fees per Attachment C, Section B, <u>Payments</u> of this Agreement.

## ATTACHMENT D Key Personnel Assignments

	<u>Name</u>	Rate/hour	Est. hours	Task Description
1.		\$xx		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

<sup>\*</sup> Applicable to development of payment provisions in amendments only.

#### ATTACHMENT E

#### **Insurance and Financial Security (Bond) Provisions**

#### 1. INSURANCE

A. <u>Minimum Coverages</u>. The insurance requirements specified in this section shall cover CONTRACTOR's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter referred to as "Agents.") CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that CONTRACTOR's insurance be primary without right of contribution from BAHA, MTC, ABAG and Air District. Prior to beginning work under this contract, CONTRACTOR shall provide BAHA with satisfactory evidence of compliance with the insurance requirements of this section.

- 1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BAHA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.
- 2. <u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of BAHA.

BAHA and those entities listed in Part 2 of this Attachment E (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.

- 3. <u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.
- 4. <u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.
- 5. Employee Dishonesty/Crime Insurance. An Employee Dishonesty insurance policy covering CONTRACTOR's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty \$250,000; and (b) Client Property Blanket Bond \$250,000. CONTRACTOR shall reimburse BAHA for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming BAHA.
- 6. Contractors' Pollution Liability Insurance. Contractors' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence or claim and a general aggregate limit of at least \$1,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If CONTRACTOR disposes of Hazardous Materials under this Agreement, CONTRACTOR shall designate the disposal site and provide a certificate of insurance from the disposal facility to BAHA.

CONTRACTOR's Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy.

Such policy shall contain a Waiver of Subrogation in favor of BAHA.

BAHA (and those entities listed in Part 2, ADDITIONAL INSUREDS, of this Attachment E (if any)), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

- 7. <u>Property Insurance.</u> Property Insurance covering CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BAHA (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BAHA.
- B. <u>Acceptable Insurers</u>. All policies will be issued by insurers acceptable to BAHA, generally with a Best's Rating of A-VIII or better.
- C. <u>Self-Insurance</u>. CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to BAHA.
- D. <u>Deductibles and Retentions</u>. CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from BAHA. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that BAHA seeks coverage as an additional insured under any CONTRACTOR insurance policy that contains a deductible or self-insured retention, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONTRACTOR, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONTRACTOR or subconsultant is not a named defendant in the lawsuit.

- E. <u>Claims Made Coverage</u>. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, CONTRACTOR shall:
  - (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
  - (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
  - (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
- F. <u>Failure to Maintain Insurance</u>. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONTRACTOR's personnel, subcontractors, and equipment have been removed from BAHA's property, and the work or services have been formally accepted. CONTRACTOR must notify BAHA if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

- G. <u>Certificates of Insurance</u>. Prior to commencement of any work hereunder, CONTRACTOR shall deliver to BAHA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.
- H. <u>Disclaimer</u>. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.

#### 2. ADDITIONAL INSUREDS

The following entities are to be named as Additional Insureds under applicable sections of this Attachment E and as BAHA Indemnified Parties, pursuant to Article 9 of the Agreement.

- 1) Metropolitan Transportation Commission
- 2) Association of Bay Area Governments
- 3) Bay Area Quality Management District

### ATTACHMENT F Not Used

### ATTACHMENT G Subcontractor List

	Name/Address of Subcontractor	Amount of Subcontract	Description of Work
1.			
2.			
3.			
4.			
5.			
6.			

LIST "None" ABOVE IF NO SUBCONTRACTORS ARE BEING USED.

### ATTACHMENT H Not Used

### ATTACHMENT I Not Used

#### ATTACHMENT J

#### SAN FRANCISCO OFFICE OF LABOR STANDARDS ENFORCEMENT SUMMARY TABLE

#### **Summary of the 2013-2015 Carpenters Truck Driver and Mover Agreement: Movers**

This chart is a summary of the hourly wage rate and fringe benefits required by the 2013-2015 Carpenters Truck Driver and Mover Agreement, also known as the Collective Bargaining Agreement between Northern California employers and the Northern California Regional Council of Carpenters / Carpenters 46 Northern California Counties Conference Board in effect from September 1, 2013 until August 31, 2015. The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the 2014-2015 Carpenters Truck Driver and Mover Agreement for complete information on wages and fringe benefits.

		EMPLOYER PAYMENTS					IGHT- ME		RTIME LY RATE
CRAFT (JOURNEY LEVEL)	Basic Hourly Rate	A. Health & Welfare	Annuity	Work Fee	Vacation	Hours	Total Hourly Rate	1.5 X	2 X
Mover, Packer, Crater	\$18.40	\$9.90	\$1.10	\$0.79	\$1.05	8	\$31.24	\$40.44	\$49.64
Driver	\$18.67	\$9.90	\$1.10	\$0.79	\$1.05	8	\$31.51	\$40.85	\$50.18
Helper	\$18.14	\$9.90	\$1.10	\$0.79	\$1.05	8	\$30.98	\$40.05	\$49.12

#### **Footnotes**

A. Contributions to the Health & Welfare plan shall be capped at 1800 hours per year. See Section 4.01 of the Agreement for details.

#### **APPENDIX D-1, INSURANCE REQUIREMENTS**

Minimum Insurance Coverages. CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under its Agreement with BAHA, placed with insurers with a Best's rating of A-VIII or better.

Yes (√)	Please certify by checking the box below that required coverages will be provided within ten (10) business days of BAHA's notice to firm that it wishes to contract with the firm.
	Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BAHA. Such Workers Compensation & Employer's Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.
	Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability that shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of BAHA.
	BAHA, MTC, ABAG and Air District, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.
	Business Automobile Insurance for all automobiles owned (if any), used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability that shall not be less than \$1,000,000 combined single limit per accident.
	<u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.
	Property Insurance. Property Insurance covering CONTRACTOR's own business personal property and equipment to be used in performance of its Agreement with BAHA, materials or property to be purchased and/or installed on behalf of BAHA (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BAHA.
	Employee Dishonesty/Crime Insurance. An Employee Dishonesty insurance policy covering CONTRACTOR's employees for loss of or damage to money, securities or other property

resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty \$250,000; and (b) Client Property Blanket Bond - \$250,000. CONTRACTOR shall reimburse BAHA for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming BAHA.

Contractors' Pollution Liability Insurance. Contractors' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence or claim and a general aggregate limit of at least \$1,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If CONTRACTOR disposes of Hazardous Materials under its Agreement with BAHA, CONTRACTOR shall designate the disposal site and provide a certificate of insurance from the disposal facility to BAHA.

CONTRACTOR's Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy.

Such policy shall contain a Waiver of Subrogation in favor of BAHA.

BAHA, MTC, ABAG and Air District, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.

CONTRACTOR's obligation to provide the insurance described herein may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to BAHA.

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from BAHA, MTC, ABAG and Air District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that BAHA, MTC, ABAG and Air District seeks coverage as an additional insured under any CONTRACTOR insurance policy that contains a deductible or self-insured retention, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONTRACTOR, subcontractor, subcontractor, or any of their employees, officers or directors, even if CONTRACTOR or subcontractor is not a named defendant in the lawsuit.

If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, CONTRACTOR shall:

- 1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of its Agreement with BAHA or the beginning of any work under such Agreement;
- 2. Maintain and provide evidence of similar insurance for at least three (3) years following project

completion, including the requirement of adding all additional insureds; and

3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONTRACTOR's personnel, subcontractors, and equipment have been removed from BAHA's property, and the work or services have been formally accepted. CONTRACTOR must notify BAHA if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of its Agreement with BAHA.

Prior to commencement of any work hereunder, CONTRACTOR shall deliver to BAHA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of its Agreement with BAHA.

By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) business days of BAHA's notice to firm that it wishes to contract with the firm.				
Representative Name and Title				
Name of Authorizing Official				
Authorized Signature				
Date				

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BAHA's attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to BAHA's attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.